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ABSTRACT

Seventeen collective bargaining agreements between the boards of trustees and faculty associations of selected community colleges in Washington are presented, representing contracts in effect in 1987. The following colleges are represented: Peninsula College, Olympic College, Skagit Valley College, Everett Community College, Shoreline Community College, Bellevue Community College, Highline Community College, Green River Community College, Pierce College, Centralia College/South Puget Sound Community College, Wenatchee Valley College, Yakima Valley Community College, Spokane Community College/Spokane Falls Community College, Columbia Basin College, Walla Walla Community College, Whatcom Community College, Tacoma Community College, and Edmonds Community College. With some variation among agreements, the following topics are covered: board recognition; association/federation rights; personnel or employee rights, relations, and benefits; general working conditions; compensation; part-time faculty; faculty evaluation; academic freedom; grievance procedures; leaves; tenure; dismissal; reduction-in-force; calendar and workload; salary placement and advancement; college governance; prior practices; uninterrupted education activities; scope of agreement; and duration. Some agreements include articles on home study, travel reimbursements, summer quarter teaching, community service and support programs, grants and contracts, and special projects. Salary schedules are included for all of the agreements. (MDB)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF WASHINGTON TWO-YEAR COLLEGES

Collected by the National Education Association

Washington, D. C.

JC 870 524

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PREAMBLE

PENINSULA COLLEGE 1986-1989 CONTRACT

This Agreement is by and between the Board of Trustees of Community College District No. 1, Peninsula College, hereinafter called the Employer, and the Peninsula College Faculty Association, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the Association.

The terms Employer, Board, or College used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

ARTICLE I - RECOGNITION

Section 1.

The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

Section 2.

The term academic employee shall be defined as one performing teaching, learning resources, or counseling functions. All other employees are excluded from the provisions of this agreement.

ARTICLE II - COMPLIANCE AND CONFORMITY TO LAW

Section 1 - Employment Notice and Service Record Changes (ENSRC)

All ENSRC's shall be subject to and consistent with Washington State Law and the terms and conditions of this Contract. Any ENSRC hereinafter issued shall provide that it be subject to the terms of this and subsequent contracts between the Board and the Association. If any ENSRC contains language inconsistent with this Contract, this Contract shall prevail.

Section 2

Should any section of this Agreement be found contrary to existing law, the remainder of the Agreement shall not be affected thereby. In such case, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

ARTICLE III - ASSOCIATION RIGHTS

Section 1 - Exclusivity

The rights and privileges of the Association as the exclusive collective bargaining representative and those rights and privileges accorded to the Association by this Agreement shall not be granted or extended to any competing labor organization except as directed by the Washington Public Employment Relations Commission or applicable statute.

Section 2 - Payroll Deductions

Upon written authorization of the academic employee involved, the Employer shall provide payroll deduction of Association membership dues for academic employees who are eligible for Association membership. Such deductions shall be remitted to the authorized Association representative. The Employer agrees to provide, upon receipt of authorization from the eligible employee, payroll deductions from the employee's salary for: insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law, federal law, OFM regulations, and provided that any plan not offered to employees by the State of Washington have a minimum of six subscribers.

Section 3 - Association/Employer Committee

Both parties agree that its representatives shall meet at a time and place mutually agreeable for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have control over the selection of the representation of the other party. Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce rights or prerogatives as outlined elsewhere in this Agreement.

Section 4 - Use of District Facilities

The Association and its representatives shall have the right to use college buildings and equipment for Association meetings without charge. Facilities shall be reserved through appropriate scheduling procedures.

Section 5 - Posting and Distribution of Materials

The Association and its affiliates shall have the exclusive right to post notices of its activities and matters of Association concern on a bulletin board(s) designated for such use and to distribute such notices in faculty mailboxes.

Section 6 - Employee Information

The Employer agrees to furnish the Association information as requested to assist the Association in contract negotiations, in support of any grievance, and/or support of any employee against whom a complaint is filed or pending. This shall include complaints involving dismissal. Confidential personnel information shall be furnished only in accordance with district policy and state and federal regulations.

Section 7 - Attendance at Board Meetings/Agenda Item

An Association representative shall have the right to attend all regular or special meetings of the Board other than executive sessions. The Board shall place on the agenda of each meeting an item entitled "PCFA Report."

Section 8 - Agreement Distribution

A copy of this Agreement shall be made available to each full-time and associate faculty and academic employee.

ARTICLE IV - NON-DISCRIMINATION

Section 1 - Non-discrimination

Community College District No. 1, Peninsula College, is committed to a policy of non-discrimination against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam-era or disabled veteran, sex, or sexual orientation.

Section 2 - Association Membership

The Employer shall recognize the right of faculty employees to organize, join, and support the Association and its activities. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association or because of any action taken within the duly established grievance procedure.

ARTICLE V - FACULTY RIGHTS

Section 1 - Right to Due Process

No academic employee shall be reprimanded, disciplined, dismissed, or reduced in compensation without just cause. Any charges against an academic employee which may result in reprimand, discipline, dismissal, or reduction in compensation shall be made in writing and conveyed to the employee by certified mail. An academic employee shall have the right to have one individual of his/her choice present at any meeting wherein the academic employee believes he/she may be reprimanded, disciplined, or denied rights available under this Agreement. Nothing herein shall be construed to preclude administrative personnel from attempting to resolve problems with an academic employee in confidence. This section shall not apply to matters regarding tenure review or dismissal pursuant to Appendices C and D.

Section 2 - Academic Freedom

The Employer and the Association agree that academic freedom is essential to the fulfillment of the purposes of Peninsula College and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligations in the performance of their professional duties.

Accordingly, the employees shall be guaranteed full freedom in classroom presentations and discussions and may explore controversial material relevant to course content.

Section 3 - Personnel Files

Copies of materials in the official personnel files shall be confidential and shall be restricted to use at formal institutional meetings, for normal administrative requirements, or when otherwise required by law. Each academic employee shall have access to his/her own personnel file during normal working hours upon reasonable advanced notification and/or may designate in writing a representative of his/her choice for such access. An academic employee shall be notified of any requests, either oral or written, for access to his/her personnel files other than those authorized in this section. Derogatory materials may be placed in the personnel file after allowing them to be read by the academic employee and allowing him/her to append to them answers to any charges, complaints, or statements involved. The academic employee shall then sign the materials, which signing does not necessarily imply agreement with the statements contained in the material. Materials deemed irrelevant by Employer and Employee may be removed by mutual agreement. Materials placed in the personnel file will not be removed without the knowledge of the academic employee. There shall be no other personnel files kept by the Employer.

Section 4 - Working Conditions

Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well being, or the health and safety of students. Room capacity shall be determined and posted and shall conform to local fire codes. When making room assignments, the Employer shall attempt to assign classrooms according to specific course content, objectives, teaching styles, and availability.

Section 5 - Employer's Policy Manual

Full-time and associate academic employees shall be supplied a copy of the Employer's policy manual, which shall be consistent with the terms and conditions of this Agreement. All other academic employees shall have access to the Employer's policy manual in the library. All Employer policies, procedures, and regulations not covered in this Contract shall be included in the policy manual on a timely basis after adoption by the Board. The Employer will request, periodically, that policy manuals be returned to the personnel office for updating. These requests shall be transmitted to faculty members via memoranda and regular faculty meeting announcements. The Employer shall not be responsible for the current and timely condition of those policy manuals not returned as requested.

Section 6 - Leaves of Absence

Leaves of absence for academic employees shall be in accordance with Appendix A.

Section 7 - Insurance

The Employer shall contribute to state-authorized insurance plans according to state regulations and the requirements of the State Employees' Insurance Board for eligible full-time and part-time academic employees. All premiums in excess of the amount specified by state law and insurance regulations shall be borne by the employee. During periods of authorized leave without pay, employees may choose to continue in authorized insurance programs by paying those premiums normally paid by the State and the Employer.

Employer insurance premium contributions shall be made for each month of the calendar year for full-time tenured and probationary employees according to State Employee Insurance Board rules. Such contributions shall be made for eligible associate academic employees for all contracted quarters, to include summer quarter, when contracted for the subsequent fall quarter. A signed employment notice for a subsequent fall quarter shall not be interpreted, for associate academic employees, as guaranteed employment or as a guaranteed load assignment. Employment notices shall reflect the right of the Employer to change, restrict, or nullify such notice.

Section 8 - Tenure

The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any administrative recommendations to grant or deny tenure which are contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure shall be in a manner consistent with Appendix C of this Agreement and shall not be subject to the grievance procedure of this Agreement.

Section 9 - Termination of Employment

Terminations of employment of academic employees shall be handled in accordance with Appendices C and D.

Section 10 - Faculty Screening Procedure

It shall be the responsibility of the president to (1) recommend employment to the Board of Trustees, and (2) to notify elected candidates of their selection.

In the implementation of this policy, it shall be the responsibility of the president to (1) identify vacancies and recommend the creation of new positions, (2) develop descriptions of qualifications and duties relating to such positions, (3) make appropriate announcements of such vacancies, and (4) prescribe a method of application and an appropriate application form.

It shall be the responsibility of the president to select academic employees who meet or exceed the following standards:

1. A master's degree in the academic discipline to be taught, or
2. A journeyman rating or equivalent training for vocational-technical instructors.

It shall be the responsibility of the dean of instruction to (1) secure credentials of the candidates, (2) arrange for interviews between candidates, division chairperson, and other members of the division, and (3) recommend employment to the president.

Section 11 - Instructional Assignment

Assignment of instructional duties shall occur only after consultation with the employee to be assigned.

Section 12 - Copyrights and Patents

The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his/her name.

The ownership of materials, processes, or inventions produced solely for the College and at college expense shall vest in the College and be copyrighted or patented, if at all, in its name.

In those instances where materials, processes, or inventions are produced by an academic employee with college support by way of significant personnel, time, facilities, or other college resources, the ownership of the materials, processes, or inventions will vest in and be copyrighted or patented by, if at all, the person designated by written agreement between the parties entered into prior to the production. In the event that there is no such written agreement entered into, the ownership shall vest in the College.

Section 13 - Professional Development

A. Peninsula College affirms the need for professional development of its academic employees as an important way of improving instruction, morale, and the effectiveness of the College as a whole in serving both students and community members. Independent research, study, writing, and other creative activity shall be encouraged but shall not diminish the instructional effort.

Peninsula College will provide funding and salary advancement for both the formal accumulation of credits and degrees in the teaching field(s) and participation in self-improvement projects, which could include but will not be limited to, sabbatical leaves and summer improvement stipends.

B. Funds for professional development shall be allocated in the college budget when an acceptable professional development plan is agreed to by both parties. The plan shall be updated each spring quarter for the following school year.

C. A committee, known as the Peninsula College Professional Development Committee (PDC) shall be formed to recommend activities and allocation of funds for professional development. The committee shall consist of one elected representative from each division, one associate member, and one representative elected by the non-teaching academic employees.

D. Professional Improvement Units (PIUs): The PDC shall establish a list of professional activities to qualify as PIUs as defined in Appendix B, III. D. 1. of this Agreement. This list shall require approval of the Employer prior to use for salary advancement purposes.

E. PIUs funded by the Employer shall be accumulated by all full-time and associate academic employees annually in accordance with the PDC plan.

ARTICLE VI - COMPENSATION

Compensation for all academic employees shall be in accordance with the procedures contained in Appendix B, III, and the schedules contained in Appendices E and F.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1

A grievance is hereby defined as an alleged violation, misapplication, or misinterpretation by the Employer of the terms of this Agreement. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment.

Any grievance processed under the terms of this Article shall be defined clearly and the alleged contract violations specified. The Association shall not appoint nor authorize any ad hoc committee or committees which result in circumvention, either premeditated or unpremeditated, of the established grievance procedure. In addition, the Association shall not approve nor authorize direct communication about the grievance with individual members of the Board during the grievance process.

For those situations that are not clearly grievable, the dissatisfied employee shall meet with the dean of instruction or the president to discuss the situation. While the dispute is at this level, the employee shall not communicate with the Board. If the dispute is not satisfactorily resolved at this level, the employee may request via an agenda item that the Board resolve the dispute.

All Association communications with the Board shall be through established procedures for submitting agenda items for regularly scheduled trustee meetings.

If a violation of this grievance procedure is perceived by the Employer, the Association shall be so notified in writing. If the Association does not agree that a violation has occurred, the matter will be subject to arbitration by the American Arbitration Association. If the Association agrees that a violation has occurred or the arbitrator determines that a violation has occurred, the provisions of this grievance procedure will be nullified and renegotiation of the grievance procedure required. Renegotiations shall begin within ten (10) working days.

If two or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance. All documents, communications, and records of the grievance shall be filed in the personnel file(s) of the complainant(s).

Grievances shall be handled in the following manner:

Step One

The grievant(s) and the Association representative, if requested by the aggrieved, may present the alleged grievance(s) to the appropriate immediate supervisor and dean in conference. If the grievance is not adjusted by this means, the grievance shall be reduced to writing, dated, and signed by the employee. The Association representative involved, if any, shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate supervisor and dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The dean shall respond to the Association in writing within seven (7) calendar days as to whether the grievance has or has not been settled. If the dean does not agree that sufficient evidence of a contract violation has been presented; or if specific and applicable provisions of the contract allegedly violated have not been cited and verified, the dean shall so state in answering the grievance. In such an instance, the grievance shall proceed to Step Two. If the president does not agree that the grievance represents a verifiable violation of the contract, the question shall be arbitrated as provided for in Section 4(D) of this procedure.

Step Two

If no mutual settlement is reached at Step One, the written grievance shall be submitted to the president or a designated representative not more than seven (7) calendar days after the dean of instruction's Step One response. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this Step Two. At least three (3) days' notice of the time and place of the hearing shall be given to all concerned parties. The president or a designated representative shall send a written answer to the Association within fourteen (14) calendar days. Such answer shall be deemed to be the final position of the Employer. The grievant(s) shall report in writing to the Association that the grievance has or has not been mutually settled.

Step Three

If no mutual settlement is reached at Step Two, the Association may in its sole discretion, within seven (7) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2

With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within thirty (30) calendar days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. Time limits may be waived or extended by mutual written agreement.

Section 3

Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the terms of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 4

A. The arbitrator shall have no authority to render a decision or award which modifies, adds to, or subtracts from the provisions or conditions of this Agreement or any practices and policies which relate to the terms or working conditions of the employee.

B. The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension thereof of this Agreement.

C. The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties.

D. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

E. Decisions regarding tenure or dismissal shall not be grievable.

Section 5

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association, and the employee(s) affected, consistent with the terms of this Agreement.

Section 6

Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

Section 7

It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

ARTICLE VIII - MANAGEMENT RIGHTS

The Board of Trustees has the responsibility and authority to manage and direct in behalf of and is held accountable to the public for all the operations and activities of Community College District No. 1 to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE IX - SCOPE OF AGREEMENT

Section 1

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 2

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 4

Nothing contained herein shall be construed to deny or restrict to any academic employee rights and responsibilities he/she may have under the laws of the State of Washington and the United States or other applicable regulations.

ARTICLE X - EXCEPTION

With the exceptions of the following, all provisions of this agreement shall be applicable to employees assigned to the educational programs operated by Peninsula College for the Washington State Department of Corrections:

Article V--Sections 2, 3, 4, 8, 9, 13
Article VI
Article VII
Appendix A--III(C) (J,4)
Appendix B--I, II, III(D)
Appendix C
Appendix D

Any alternate policies which may replace those omissions listed above shall be established by the Employer after consultation with the Washington State Department of Corrections and after any adjustments which may be necessary in the Department's annual contract with the Employer.

ARTICLE XI - DURATION

This agreement shall remain in full force and effect upon its execution to and including June 30, 1989. The Association reserves the right to reopen Appendices E and F on or after May 1, 1987, and May 1, 1988. Negotiations for a subsequent agreement shall commence no later than May 1, 1989, at Port Angeles, Washington. Any section of this contract, including the Preamble and all Appendices, may be reopened by mutual agreement at any time during the effective period of the contract.

The foregoing contract consists of seventeen (17) pages, each page typewritten on one side only. This contract consists of this Preamble and Appendices A, B, C, D, E, and F.

FOR THE ASSOCIATION:	FOR THE EMPLOYER:
______________________________	______________________________
R. Kent Brauninger, President Peninsula College Faculty Association.	Jane G. Hughes, Chairman Board of Trustees Community College District No.1

Dated: __________________________

APPENDIX A - LEAVES

I. LEAVES

It shall be the policy of Peninsula College to grant leave to academic employees in the following instances: professional, sabbatical, childbirth, military, bereavement, personal illness or injury, special personal, and others as approved.

In the implementation of this policy, it shall be the responsibility of the president or his/her designee to: (1) receive and process applications for leave, and (2) recommend action on leave requests.

All leave under this agreement shall be designated as personal leave with the exception of leave of absence, professional leave, and military leave.

II. CONDITIONS WHICH APPLY TO REQUEST AND APPROVAL

A. Duration: This policy shall apply to all leaves of absence for periods in excess of one day. A leave of absence, if granted, shall be given for a period of time up to one year. Leave of absence for a period of one day or less shall be granted at the discretion of the president.

B. Application for leave: Application for leave of absence shall be made on an appropriate form provided by the College. In case of emergencies necessitating immediate departures, this shall be waived and granted ex post facto if approved.

C. Continuation of employee benefits: All employee benefits shall continue during the period of leave except as specifically restricted by regulations implementing this policy. A prorated deduction shall be made from the member's salary for any period of unauthorized absence.

D. Academic employee obligations: Employees on leave of absence may be required to meet certain obligations relating to their leave status as specifically provided by regulations implementing this policy.

E. Other income: Academic employees on leave of absence, or who are applying for such leave, who receive or expect to receive income for professional services during the period of leave shall be required to report such actual or expected income as a condition of their leave status.

F. Reimbursement of expenses: The College shall reimburse employees on leave of absence for all travel and related living expenses only when such travel and expenses are in the interest of the College and approved by the president.

III. GENERAL LEAVES

A. Leaves of Absence

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not normally exceed one (1) calendar year. An approved leave of absence shall provide the faculty member with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization, or appointment or election to a political or public office.

B. Professional Leave (Full and Associate Academic Employees)

1. Professional leave is neither accumulative nor deductible from other leave to which the faculty member is

entitled. Nor, if granted, does the faculty member suffer a salary reduction. Academic employees shall be granted leave to attend state and national meetings of their professional organizations related to their disciplines or to attend academic or occupational meetings related to their discipline. Requests shall be submitted to the division chairperson and dean at least five (5) days prior to the meeting or as soon as possible if the faculty member has less than five (5) days' notice.

2. Faculty Exchange Leave: An academic employee may wish to arrange an exchange of work assignment with a qualified colleague at an appropriate institution in industry, education, government, or other place of employment. Such professional exchange requires that the academic employee's replacement at Peninsula College be qualified to perform the employee's normally contracted duties or to perform other assignments of equal or higher priority. While participating in such an exchange, the Peninsula College academic employee shall officially continue as a full-time contracted member of the faculty and shall be treated as such in all respects by the College, i.e., maintaining position on the salary schedule, insurance and retirement coverage, and other benefits. All faculty exchange arrangements must be approved by the Employer.

C. Professional Leave - Sabbatical Leave (Full-time Academic Employees)

Sabbatical leave is awarded for the sole purpose of improving the professional skills and qualifications of the academic employees. Such awards are made at the option of the Employer, who shall decide annually after consultation with the Association's sabbatical leave committee whether sabbatical leave shall be granted for the following academic year. Such determination of availability shall be made no later than the regularly scheduled January trustees' meeting. Compensation, which may be up to 100% of regular salary, shall be set by the trustees as part of the approval process. A maximum of one (1) full-time equivalent leave each year may be approved unless other determination is made by the trustees. Sabbatical leave may be approved for less than one academic year.

Other considerations governing sabbatical leave awards are as follows:

1. Applications for sabbatical leave will be evaluated on a competitive basis. Length of service only or availability of a leave award alone will not be considered grounds for a leave award.
2. Applications for sabbatical leave must be submitted to the president's office by March 15 of any year an award is to be made.
3. Applications will be screened by a committee of five (5) tenured faculty members to be appointed by the president of the Association. The faculty committee will make recommendations for sabbatical leave awards to the president. The president will review all applications, committee procedures, and recommendations before making final award recommendations to the Board of Trustees.
4. If an award is granted, notification to the recipient will be made no later than one (1) week following the regularly scheduled April trustees' meeting.
5. Initial eligibility for sabbatical leave requires completion of seven (7) years of meritorious full-time faculty service at Peninsula College plus tenured status. Sabbatical leave shall not be considered a service interruption.

6. Faculty members who have received a leave award may become eligible for further consideration after seven (7) more years of full-time faculty service.
7. No leave recipient receiving full compensation shall accept any employment for pay during the sabbatical leave period.
8. The sum of leave salary plus the amounts of any grants, stipends, fellowships, grants-in-aid, or financial payments from any other institution during the period shall not exceed the amount of regular salary during the leave period. An exception to this requirement may be made if a leave recipient receives tuition waivers or grants from a college or university as part of an approved sabbatical plan.
9. Recipients of leave awards will be required to agree with the College to:
    a. return to the College in former capacity unless agreed to otherwise, for a period equal to the period of sabbatical leave exclusive of summer quarter.
    b. follow the plan submitted as a basis for the leave request;
    c. repay all leave compensation to the College should provisions (a) or (b) be violated as determined by the Employer
10. Except for unusual circumstances, as determined by the Board of Trustees, sabbatical leave awards will not be granted to any individual with less than two (2) years of service remaining prior to retirement.
11. Plans for sabbatical leave will be evaluated according to the potential value in strengthening the instructional program at Peninsula College, specifically in the area of assigned teaching responsibilities for the applicant, the

ability of the individual to carry out conditions of leave, and to achieve the objectives of an acceptable leave plan.

12. By the end of the first quarter following return from sabbatical leave, the recipient must submit to the College Trustees a complete and detailed report covering the period of leave. This report will include all information necessary to document achievement of the objectives of the leave plan.

D. Emergency Leave (Full and Associate Academic Employees)

Emergency leave with pay may be granted to academic employees not to exceed five (5) days per employee per year. Emergency leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for emergency leave will be by provided form and addressed to the president within thirty (30) days after the date of absence. The decision regarding this request shall be transmitted to the academic employee within fifteen (15) days of receipt of the request by the president or his/her designee. Situations in which emergency leave shall be granted are as follows:

1. The problem must have been suddenly precipitated or must be of such a nature that preplanning is not possible or when preplanning could not relieve the necessity for the faculty member's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be serious.
3. For the purpose of emergency medical, dental, or optical appointments.

E. Bereavement Leave (Full and Associate Academic Employees)

1. Up to five (5) days, including travel time, will be allowed as bereavement leave for each occurrence of a

death in the immediate family as defined below. Bereavement leave is part of personal leave as herein defined and shall be treated in accordance with such provisions.

2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, parents-in-law, brother-in-law, sister-in-law, grandparents, stepson, stepdaughter, and grandchildren.
3. Other than immediate family when death occurs not covered by this policy and when responsibilities of the individual faculty member may make an absence from work mandatory, a special request to the president is required.

F. Military Leave

Military leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

G. Jury Duty and Subpoena Leave (Full and Associate Academic Employes)

1. Should an academic employee be summoned to jury duty, the College will release the academic employee Every effort will be made to find a qualified replacement for the academic employee(s) called; however, if a qualified replacement cannot be found, the court will be requested to release the academic employee(s) from jury duty.
2. An academic employee serving on jury duty shall be paid his/her regular salary. Compensation received from jury duty service shall be reimbursed to the College excluding any regularly acceptable per diem expenses paid by the court. Jury duty is not deductible from any other leave to which the academic employee is entitled.
3. Academic employees will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salaries less any compensation received for services, excluding transportation and per diem expenses, except when an academic employee is the plaintiff or

defendant in such action. This exception shall not apply when the academic employee is named as plaintiff or defendant while in the performance of his/her college duties.

H. Maternity/Paternity/Infant Adoption Leave (Full and Associate Academic Employees)

An academic employee requesting maternity/paternity/infant adoption leave should, when possible, give written notice to the College at least two weeks prior to the commencement of the leave. The written request of this leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth or infant adoption, the academic employee shall inform the College of the specific day when he/she will return to work. Such leave may be, at the option of the academic employee, integrated with sick leave with pay to the extent that there is a temporary disability verified by a physician.

I. Sick Leave (Full and Associate Academic Employees)

1. Conditions:
   a. Illness, disability, or injury which has incapacitated the academic employee from performing required duties.
   b. Serious illness in the immediate family that requires the employee to provide immediate necessary care of the patient or to make arrangements for extended care. Immediate family is defined as for bereavement leave.
2. Notification:

   In case of illness or injury to the employee or immediate family member, that employee or his/her designee must report to the instructional office by telephone as soon as it becomes apparent that he/she will be absent from the college during normal working hours and/or that he/she will be unable to meet his/her classes or assigned duties. He/she must keep the appropriate administrator informed of his/her progress and expected date of return to duty. An academic employee absence report will be submitted to the appropriate administrator for approval.

3. Transferability:

Accumulated personal leave for eligible employees shall be transferred from one community college district to another in accordance with applicable statute. Accumulated personal leave will be granted to such a person when he/she returns to employment with this District. All leave transferred into this District shall be computed for compensability on the same basis as leave accumulated with the District.

J. Special Personal Leave

Full-time annually contracted academic employees shall have one day per academic year (September-June) of special personal leave. Special personal leave days shall be non-cumulative and shall be arranged in advance with the dean of instruction. Special personal leave days shall be deducted from non-compensable leave days.

1 - Accumulation of Leave

a. Full-time academic employees under contract or otherwise employed by Peninsula College shall have posted to their leave records a credit of twelve (12) days of personal leave accumulated at the rate of one day (8 hours) per calendar month. Such days shall be deemed compensable for any month during which full-time contractual days are worked (normally ten (10) days). The remaining days, (normally two days), shall be non-compensable. Pursuant to applicable statute, each full-time academic employee's unused personal leave allowance shall accumulate from month to month without limit.

b. Associate academic employees shall accumulate leave on the basis of one day (8 hours) per month of employment, prorated to reflect the percentage of full-time load. Leave for sequentially contracted associate academic employees may be accumulated for one academic year; however, all leave accumulation will lapse at the end of each academic year for all associate employees. Leave accumulated under Section 1(b) is not eligible for sick leave buyout.

2 - Compensability

Compensability of leave shall be according to statute.

3 - Exhaustion of Benefits

No deduction in pay will be made up to the total number of days of accrued personal leave. Deductions from accrued personal leave for illness or injury shall be charged against compensable days until such account is exhausted; thereafter, charges shall be to non-compensable days until such account is exhausted. All days utilized under emergency leave, bereavement leave, or personal leave shall first be charged to non-compensable days until such account is exhausted. Personal leave beyond the total number of days of accrued leave shall be deducted from salary at the per diem rate of the annual contract for each day of absence.

4 - Special Leave Consideration (Full-time Academic Employees)

Efforts shall be made to give special consideration in terms of either sabbatical leave or professional leave of absence without pay to faculty members who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are threatened with RIF and wish to retrain for another position currently available or planned to be available at the College.

APPENDIX B

APPOINTMENTS, WORKLOAD, AND COMPENSATION

I. APPOINTMENT CATEGORIES

All academic employees as defined herein shall be hired in one of the following appointment categories, which shall be designated on all Employment Notice and Service Record Change forms.

A. Full Time

An appointment for a full load as defined herein. All full-time appointments shall be in one of the following categories:

1. Tenured - An appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis.
2. Probationary - An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis.
3. Temporary - An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment. Such appointments are contracted on an annual basis unless the need exists for less than one academic year. Temporary appointment does not constitute probationary appointment and temporary appointment does

not lead to eligibility for tenure consideration, as defined by statute, unless probationary status is specifically awarded by action of the Employer. All temporary appointments expire at the end of the contracted period without further action of the employer. Temporary appointments may be made in the following categories:

a. An appointment which is funded by federal moneys or other special funds as defined by statute.

b. An appointment to replace a tenured employee who has been granted leave.

4. Priority of Appointments - Full-time faculty shall have priority rights over associate faculty and part-time faculty to maintain full load in class assignments.

B. Part-time

An appointment for less than a full time annual instructional load as defined in the workload section of this agreement shall be defined as a part-time appointment. Categories of part-time faculty shall be established as follows:

1. Associate Faculty - An appointment of 50 percent or more but less than a full-time teaching load. Associate faculty shall be compensated pro rata from the full-time faculty salary schedule, shall carry faculty benefits as defined herein for part-time faculty, and shall carry pro rata non-instructional responsibilities except for college committees, which shall be on a volunteer basis. No quarterly contracted part-time faculty shall be employed for more than 75 percent of an annual normal load. The calculation of percentage of load for determining associate faculty status shall conform to the full-time teaching load stipulations as described in

Section II.D. of this Appendix (B). Calculations for determining percentage of full-time teaching load shall include both day and evening assignments in credit-bearing courses.

2. Assistant Faculty - An appointment for less than 50 percent of a full teaching load contracted quarterly. Such appointments shall be compensated from the part-time instructor salary schedule (Appendix F) and shall not carry non-instructional responsibilities. Appointments in this category shall apply both to day and to evening assignments. Full-time faculty contracted for instruction in the continuing education program beyond normal instructional loads shall be compensated according to the part-time instructor salary schedule for such additional assignments.

II. WORKLOAD

A. The annual contract for full-time academic employees shall consist of 175 contractual days, at least 162 of which will be instructional days as scheduled in the academic calendar. The Association shall be consulted prior to the final adoption of the academic calendar by the Board of Trustees.

B. Individual assignments during instructional days shall be made in accordance with Section II.D. below.

C. Assignment of non-instructional days shall be made by the appropriate administrator after consultation with the division chairperson and shall include at least the same number of hours on campus or at an authorized location as would be required on an instructional day. Such assignments may include, but are not limited to, division and general faculty meetings, in-service training, curriculum development activities, academic advising, and workshops or seminars (including preparation time).

D. The normal full-time workload for academic employees shall be determined by either credit or contact hours. Except for specific instructional areas listed below, the normal workload assignment will be either 15 credits or 20 contact hours per week.

	Credit/Qtr.	or	Contact Hour/Week
Adult Basic Education	---		25
Auto Diesel	20		30
Counseling	---		40
Fisheries, Forestry	15		22
Industrial Electronics	16		24
Library	---		40
Mathematics Lab	---		24
Non-specified Instr. Dept.	15		20
Nursing	---		20
PE Activity Course (Lab)	12		24
Theatre Arts, Studio Arts	16		24
Pre-vocational (Handicapped)	---		40

Full-time academic employees whose contact hour limit is 24 hours or less shall be expected to keep at least 5 scheduled office hours per week for student advising and conferences.

Associate faculty shall keep office hours proportionate to teaching load in the office provided.

Alternative faculty assignments shall be made in consultation with the affected academic employee by the college president or dean in any case where the normal workload is not achieved.

Senior citizens and continuing education, may be included in instructors' assignments in order to achieve full-time loads.

Full-time faculty members shall not be required to substitute as part of their normal assignments. Payment for substitute activities shall be in accordance with the part-time rate of pay provided such activities are assigned and authorized in advance by the dean of instruction.

The annual full-time workload may be a maximum of three credits and/or six contact hours greater than three times the quarterly credit and/or contact hour limit listed above but shall not exceed 40 contact hours per week.

Pro rata salary calculations for associate faculty shall be based upon the minimum credit limit listed in this section or contact hour limit, whichever is more favorable to the employee.

E. In implementing II.D. above, the following conditions shall apply:

1. Overloads shall be computed on an annual basis by adding the weekly contact hours for each of the three quarters. Hours in excess of maximum annualized hours shall be compensated on a pro rata basis.
2. An academic employee in two or more instructional areas shall have workload computed on a pro rata basis.
3. The maximum described herein may be exceeded without compensation when requested by the individual academic employee and approved by the appropriate administrator.
4. Academic employees assigned to evening school as part of their regular workload will have appropriate adjustments in their daily assignments as approved by the dean of instruction.

III. COMPENSATION (Full-time and Associate Faculty)

A. Full-time Salary Schedule Index - Pay for full-time and associate faculty shall be computed from the full-time salary schedule (Appendix E).

B. Initial Faculty Salary Placement - Academic

1. Horizontal (Lane)

a. Initial horizontal salary placement is assigned upon the basis of official documented evidence of college and university degree and credit awards. Degrees and credits acceptable for salary placement must be from accredited colleges and universities listed in the directory published by the American Council on Education.

b. Initial placement is set at the highest documented relevant degree level plus appropriate credit hours earned subsequent to the date of that degree. Credit allowances beyond degree levels must be pertinent to the area of assignment and are subject to review and approval.

c. No placements are made beyond documented degree and credit levels.

d. All degrees and credits claimed for salary placement must be listed upon the initial application form. Degrees and credits completed prior to employment, but not claimed initially, will not be allowed for salary credit at any time subsequent to employment.

e. All degrees and credits claimed for salary placement must be documented within one (1) quarter of employment. Salary placement will not be re-evaluated for documentation furnished subsequent to the one (1) quarter grace period.

f. A degree and credit total which falls between horizontal lanes is assigned the salary level from the lower lane.

g. The terms "Bachelor of Arts, Master of Arts, and Doctor of Philosophy," as used typically in the salary schedule to describe academic qualifications, are not restrictive. Any bachelor's, master's, or doctor's degree appropriate to the teaching assignment and meeting the requirements of sub-paragraph "a" above may be approved for salary placement.

h. All degree and credit documentation is established through official college and university transcripts which are sent directly from the issuing college or university to the Peninsula College personnel office.

2. Vertical (Step)

a. Step placement (experience credit) is determined only by a documented record of acceptable teaching experience in an organized public or private institution.

b. No step credit is allowed for undocumented teaching experience. Documentation may be established by letters of affidavit or certification, or by other acceptable official records.

c. Valid experience credit must be contracted and not less than annual half time. Half-time experience is counted at the rate of one (1) vertical step for each two (2) years. Experience which is more than half time but less than full time is counted as half-time experience.

d. No experience credit is allowed for teaching experience adjunct to regular registration in a college or university (teaching assistantship).

e. Initial vertical placement is made at the level one step beyond the number of experience years allowed, e.g., placement for two years allowed experience would be set at Step 3.

f. This section is used to set initial salaries for all teaching employees except those in vocational/technical programs.

C. Initial Placement - Vocational/Technical

1. Horizontal (Lane)

a. Horizontal placement may include both academic and experience credits; however, academic credits must be documented according to the requirements for academic placement, and experience credits must be documented by letters of affidavit or certification, or by other acceptable means.

b. Practical (industrial) experience may be used only to determine horizontal placement.

c. Placement in Lane 1 of the salary schedule requires a period of basic qualification (journeyman status in apprenticeable trades, five years full-time industrial experience, or a baccalaureate degree where applicable).

d. Initial placement beyond Lane 1 is based upon credit beyond the baccalaureate degree and/or experience credits. Experience credits (full-time employment) are counted at the rate of two (2) years' documented and relevant experience to ten (10) academic credits.

e. Industrial employment credits, singly or in any combination with academic credits, are not counted for initial placement beyond Lane VIII.

2. Vertical (Step)

Vertical placement is determined upon the same basis as in Academic Placement except that documented teaching experience in an industrial setting may be counted toward initial placement. This experience must meet the same qualifying restrictions as in Academic Placement.

D. Salary Schedule Advancement

1. Horizontal

Salary advancement other than for years of teaching experience shall be allowed on the basis of approved PIUs. The definition of PIU (Professional Improvement Unit) for purposes of salary advancement is: one academic quarter credit; two-thirds of a semester credit; or a credit equivalent as defined below. PIUs allowed for salary purposes must meet the following standards:

a. Graduate credits earned in the individual's major or minor academic areas.

b. Undergraduate credits earned for the purpose of strengthening an individual's effectiveness in the area of assigned teaching responsibilities.

c. PIUs earned at the request of the dean of instruction.

d. Equivalent PIUs as follows:

(1). A full work week of paid field work equals one PIU. No more than ten (10) PIUs in any calendar year and no more than five (5) PIUs in one subject area will be allowed for salary advancement.

(2). A full day of participation in professional conferences or seminars is equal to 0.2 PIU. No more than ten (10) PIUs in a calendar year and no more than five (5) PIUs in one subject area will be allowed for salary advancement.

(3). A full day of travel experience in foreign or domestic areas equals 0.2 PIU. A maximum of five (5) PIUs per year is allowable for salary advancement.

(4). PIUs may be allowed as part of a professional improvement plan which involves independent research and professional development activities (see Article V, Section 13) outside an individual's contract obligations. No more than ten (10) PIUs in any calendar year and no more than five (5) PIUs in any subject area will be allowed for salary advancement.

e. PIUs in any category must be preplanned and approved in advance for salary purposes by the dean of instruction in consultation with a three-member faculty review committee. PIUs not approved in advance will not be allowed for salary advancement. Faculty members are responsible individually for furnishing proof of the satisfactory completion of PIUs approved for salary advancement. Official transcripts of college or university credits must be furnished for graduate or undergraduate college credits. Acceptable documentation must be furnished for all equivalent PIUs. Documentation for PIUs earned in the previous calendar year must be submitted to the dean of instruction by October 15 of the year in which salary PIUs are to be applied. Approved PIUs documented after October 15 will be applicable for salary advancement effective the following year, providing they are documented by December 31 of the year in which they are earned.

f. All approved PIUs shall apply to horizontal advancement regardless of source of funding.

2. Vertical

a. Full-time academic employees shall advance one step vertically for each year of service.

b. Associate academic employees shall advance one step for each full-time equivalent year of classes.

IV. The Association reserves the right to pursue judicial or legislative action to secure funds to implement vertical step increments which have been earned but have been denied by the legislature.

APPENDIX C

EVALUATION OF PROBATIONARY, TENURED, AND ASSOCIATE ACADEMIC EMPLOYEES

I. PURPOSE

The purpose of this appendix is to establish a method, both fair and consistent, of evaluating faculty effectiveness in the performance of assigned duties. The provisions of this appendix are applicable to probationary, associate, and tenured academic employees.

II. EVALUATION COMMITTEES

Teaching/performance evaluation shall be conducted by individually-assigned review committees which shall be formed as required. Each committee shall consist of the following members:

The dean of instruction or designated representative, who shall act as committee chairperson.

The appropriate division chairperson or a tenured faculty member selected by the division chairperson.

A tenured faculty member nominated by the evaluee.

A tenured faculty member nominated by the president.

A full-time student nominated by the Associated Student Council.

At least three of the committee members must be tenured academic employees who must have duty assignments which are primarily non-administrative.

The names of academic employees and students nominated for specific review committees shall be compiled and published by the dean of instruction. The scheduling of probationary, tenured, and associate academic employees for evaluation shall be the responsibility of the dean of instruction.

III. EVALUATION REPORT

A formal evaluation report shall be prepared on each full-time or associate academic employee by the conclusion of second quarter in the first year of employment and by the conclusion of the first quarter of the second and third years of employment. Subsequently, tenured and associate academic employees will be evaluated no less than once each five years. These reports shall be forwarded through the responsible committees through the dean of instruction to the president.

Upon request, each academic employee undergoing evaluation will furnish his or her approved committee with a written statement of the objectives of each course taught and a general outline of the methods used to achieve them, including but not limited to texts, supplementary readings, number and type of assignments, examinations, or other information or documents which may be requested by the committee.

Each evaluation will include information compiled from student questionnaires. All formal evaluation activity involving student questionnaires will be administered by the dean of instruction or his/her designee.

Review and evaluation committees for teaching and non-teaching academic employees shall consider or require the following items, where applicable:

A. Information from alumni questionnaires/interviews.

B. Information from community agency peer questionnaires/ interviews.

C. Evaluation reports by division chairpersons.

D. Evaluation from peers.

IV. EVALUATION CRITERIA

A. Criteria for teaching faculty

1. Mastery of subject matter
2. Classroom management
3. Teacher/student communication
4. Teacher evaluation of student performance
5. Conduct of other assigned responsibilities

B. Criteria for Librarians

1. Professional competence
2. Relations with students
3. Relations with faculty and peers
4. Interest/enthusiasm for job

C. Criteria for counselors

1. Professional competence
2. Relations with students (including students in counselors' specialized areas)
3. Relations with faculty and peers
4. Interest/enthusiasm for job
5. Student evaluations in courses taught (when applicable)

V. DISPOSITION OF EVALUATIONS

The result of evaluations shall be communicated only to the evaluated academic employee, the division chairperson, the dean of instruction, the president, and the trustees. All evaluation reports shall become part of the permanent record file of each evaluated academic employee.

The decision to award or not award tenure shall be in accordance with RCW 28B.50.852. By March 1 of each year, probationary review committees shall submit, for all third-year probationary faculty, a recommendation to award or not to award tenure. These recommendations shall be forwarded to the trustees through the dean of instruction and the president. The trustees, after the consideration of the committees' recommendations, shall decide as to whether or not tenure shall be awarded. Probationary faculty will be notified of the trustees' decision not later than the conclusion of winter quarter in the third probationary year.

All review committees, both for new probationers and for tenured faculty, will be formed and approved no later than the third week of the beginning of fall quarter.

Unless excused in writing by the president, all faculty and administrators assigned to probationary review committees, will serve the full probationary term. Should a committee member be excused, a replacement will be nominated and approved according to the terms of this policy.

APPENDIX D

REDUCTION IN FORCE AND DISMISSAL

I. PURPOSE

If a tenured academic employee with a full-time faculty appointment is to be laid off for program termination or reduction resulting from substantial decreases in enrollment, for changes in educational policy adopted by the Board of Trustees, or substantial shortage of funds, this Reduction in Force and Dismissal Appendix will be utilized and the following criteria and procedures used. (The Board of Trustees perceives this RIF or reduction of staff policy as a document to be implemented if the foregoing conditions are present.)

II. NOTIFICATION OF POTENTIAL RIF

The president, with consultation from his/her administrative staff, division chairpersons, and others, will review the nature of the problem facing the College. If the president concludes that reductions in staff are or will be necessary in the near future, he/she will give notice of the potential reductions to the Association. The preliminary notice which the president gives to the organization shall include the reasons for the proposed reductions in staff and the number of academic employees to be considered for layoff.

III. EMPLOYEE CONSULTATION AND RESPONSE

The Association will then have the right to meet and exchange information with the president, who shall fully document the need for such reductions in staff. Such meetings shall conclude within ten (10) days of the date of the first meeting. In the event the Association is not in agreement with the proposed RIF, it may develop alternative proposals which shall be made available to the Board of Trustees and any group or individual requesting the same.

IV. LAYOFF CRITERIA AND CONSIDERATIONS

A. The president shall present and explain the major criteria to be used to identify those to be laid off to the faculty. If any courses currently in the curriculum are expected to be eliminated, the president shall identify those courses and explain why they have been judged not to be the most necessary course offerings to maintain the best possible quality educational opportunities at Peninsula College. The Association shall be consulted prior to the termination of any occupational or academic programs. In the event any employee group or college organization is not in agreement with the recommendations of the president, they may present their opinions and recommendations for consideration to the president.

The Employer shall attempt to reassign academic employees whose courses/programs are being eliminated.

Nothing in this section shall preclude the administration from implementing this RIF policy if the need for the RIF has not been agreed upon as provided for in this section.

B. If the number of academic employees is to be reduced, the president, with advice from the dean of instruction and division chairpersons, shall recommend what course offerings and/or other services are most necessary to maintain quality education at Peninsula College. The president shall consider, but not be limited to, the following factors:

1. The enrollment and the trends in enrollment for not less than two (2) years, if applicable, and their effect upon each division.

2. The goals and objectives of Peninsula College and the State Board for Community College Education.
3. Information concerning faculty vacancies occurring through retirement, resignation, sabbaticals, and leaves of absence.
4. The duties for which academic employees are needed.

V. ORDER OF LAYOFF

If a reduction is necessary and there are qualified academic employees to replace and perform all the needed duties of the employees to be laid off, the following order of layoff will be utilized:

A. Probationary appointees with the least seniority.

B. Full-time tenured academic employees with the least seniority.

VI. SENIORITY

A. Seniority shall be determined by establishing the date of the signing of the first full-time employment notice for the most recent period of continuous full-time professional service for Peninsula College which shall include leaves of absence, sabbatical leaves, and periods of layoff. The longest terms of employment as thus established shall be considered the highest level of seniority.

B. In instances where academic employees have the same beginning date of full-time employment, seniority shall be determined by the first date of associate faculty employment notice, if applicable.

VII. DETERMINATION OF QUALIFICATIONS

An academic employee shall be qualified to instruct courses which the president, with advice from the dean of instruction and the appropriate division chairperson, determines the academic employee is qualified to instruct.

VIII. RIGHT TO RECALL

A full-time tenured academic employee whose contract is not renewed as a result of this reduction procedure has a right to a recall to a position, either a newly created one or a vacancy, provided he/she is qualified as determined by the college president. The recall shall be in reversed seniority, the most senior first. Full-time tenured academic employees who have been laid off will retain their accrued benefits such as sick leave and seniority. The right of recall shall extend two (2) years from the date of layoff. Upon recall they shall be placed at least at the next higher increment on the salary schedule than at the time of layoff and will retain their tenured status.

IX. DISMISSAL POLICY

A. A tenured academic employee shall not be dismissed or laid off from his appointment except for sufficient cause. An academic employee who holds a probationary faculty appointment shall not be dismissed or laid off prior to the dates established in the written terms of his appointment except for sufficient cause. Sufficient cause for dismissal includes but is not limited to causes identified in the Washington State statutes and RIF.

B. A review committee shall be created for the express purpose of making recommendations to the Board of Trustees relating to the layoff and/or dismissal of academic employees of the College.

   1. The review committee shall be established no later than November 15 of each year and shall serve for the following twelve months. Those members of the

review committee who receive a notice of dismissal or layoff shall be excused from serving on the review committee.

2. The review committee shall be comprised of the following members: one (1) administrator, three (3) academic employees.
3. Election of academic employees to the review committee shall be made by the Association prior to November 15 each year. A minimum of six (6) academic employees shall be nominated. The three persons receiving the most votes shall be elected as members of the review committee. The persons receiving the next highest number of votes shall be elected as alternates. The alternate receiving the greatest number of votes shall be Alternate #1, the next greatest number shall be Alternate #2, and third greatest number, Alternate #3.
4. Faculty members affected shall each have one peremptory challenge on membership of the review committee. In the event a review committee member is challenged, an alternate shall serve.
5. The review committee will select one of its members to serve as chairman.

X. PROCEDURE FOR LAYOFF OR DISMISSAL

A. When the president receives or initiates a formal written recommendation about an academic employee which may warrant dismissal or layoff, the president shall inform that academic employee. Within ten (10) days after having been so informed, the academic employee will be afforded an opportunity to meet with the president or designee and the chairman of the division. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the college president, the president shall recommend that the academic employee be dismissed or laid off.

B. If the president recommends that the academic employee be dismissed or laid off, the president shall deliver a short and plain statement in writing to the academic employee which shall contain:

1. The grounds for dismissal or layoff in reasonable particularity.
2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
3. Reference to any particular statutes or rules involved.

XI. HEARING

A. After notification of the president's recommendation for layoff or dismissal, the affected academic employee may within the following ten (10) days request a hearing. If the president does not receive this request within the ten (10) days, the academic employee's right to a hearing will be deemed waived.

If the president receives a request for a hearing, the review committee will be convened and the aforesaid statement shall be delivered to the members. The president also shall notify the Board of Trustees of the request for a hearing. The Board of Trustees shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing and to inform, in writing, the employee, the president, and the review committee of the time, date, and place of such hearing.

The hearing examiner shall not be a community college board member, community college employee, member of the State Board for Community College Education staff, or a Washington State attorney general employee. Furthermore, this scheduled hearing shall not be held prior to the twenty-first (21) day following notification of the president that the employee requested a hearing.

B. In the presence of the review committee, the hearing examiner shall:

1. Preside over the dismissal hearing.
2. Conduct the hearing with all due speed until the hearing is terminated.
3. Hear testimony, under oath, from all individuals called by the president, the employee, the dismissal review committee, or the hearing examiner, and receive any evidence offered by the same.
4. Afford the employee whose case is being heard the right of cross-examination, the opportunity to defend him/herself, and to be accompanied by legal counsel.
5. Allow the college administration to be represented by an assistant attorney general.
6. Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings.

C. The hearing shall be closed unless the hearing examiner determines otherwise.

D. Following the presentation of testimony and evidence, the hearing examiner shall afford the employee or his/her counsel(s) and the assistant attorney general representing the college administration the opportunity to present oral arguments. The hearing examiner may request written briefs to be submitted within five (5) days.

E. Within fifteen (15) days of the conclusion of all hearing testimony, evidence, oral arguments, and written briefs, the review committee and the hearing examiner shall make their written recommendations to the Board of Trustees. A copy of such recommendations shall also be given at the same time to the employee and to the president.

XII. RECOMMENDATIONS

A. The decision to dismiss shall rest, with respect to both facts and decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the president, the dismissal review committee, and the hearing examiner. Those recommendations shall be advisory only and in no respect binding in fact or law upon the Board of Trustees.

B. The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the recommendations to consider those recommendations. The Board of Trustees shall afford the parties the right to oral and written argument with respect to whether they will dismiss the faculty member involved. The Board of Trustees may hold such other proceedings as it deems advisable before reaching its decision. A record of the proceedings at the board level shall be made and the final decision shall be based only upon the record made before the Board and at the dismissal hearing, including the briefs and oral arguments. The Board of Trustees shall, within fifteen (15) days following the conclusion of its review, notify the charged academic employee, in writing, of its final decision.

C. Suspension of the academic employee by the president during the administrative dismissal proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to self or others is threatened by continuance. Any such suspension shall be without pay if dismissal is upheld.

D. If the president of Peninsula College initiates a formal written recommendation that an academic employee be dismissed and the Board of Trustees decides to retain the employee, or if the trustees' decision to dismiss an employee is reversed by a court, all evidence concerning the dismissal will be removed from the employee's permanent personnel file if the reason for the denial of the recommendation was the president's failure to establish the facts which were the basis for the dismissal recommendation. If the facts which were the basis for the dismissal recommendation were shown to the satisfaction of the trustees and the courts but the dismissal recommendation was not followed because the trustees or the courts decided that the facts were not sufficient to warrant dismissal, the facts which were shown would be retained in the employee's permanent personnel file along with a record of the outcome of the dismissal proceedings. If the facts are to be retained in the employee's permanent personnel file, the employee will be given an opportunity to review the facts and to write an explanation which will be retained along with the findings of fact.

XIII. WAIVER OF RIGHTS

Nothing in this reduction in force and dismissal policy shall be determined as an abrogation of or as a waiver of rights or procedures set forth under the Professional Negotiations Act or other applicable Washington State statutes or federal regulations.

PENINSULA COLLEGE
FACULTY SALARY SCHEDULE
1986 - 1987

CAD TECH	BA I	BA+10 II	BA+20 III	BA+30 IV	MA V	MA+10 VI	MA+20 VII	MA+30 VIII	MA+40 IX	MA+50 X	MA+60 XI	MA+70 XII	MA+80 XIII	MA+90 XIV	PhD XV
1	19245	19643	20040	20438	20835	21233	21631	22028	22426	22823	23221	23618	24016	24414	25209
2	19840	20238	20635	21033	21430	21828	22226	22623	23021	23418	23816	24213	24611	25009	25804
3	20435	20833	21230	21628	22025	22423	22821	23218	23616	23013	24411	24808	25206	25604	26399
4	21030	21428	21825	22223	22620	23018	23416	23813	24211	24608	25006	25403	25801	26199	26994
5	21625	22023	22420	22818	23215	23613	24011	24408	24806	25203	25601	25998	26396	26794	27589
6	22220	22618	23015	23413	23811	24208	24606	25003	25401	25798	26196	26593	26991	27389	28184
7	22815	23213	23610	24008	24405	24803	25201	25598	25996	26393	26791	27188	27586	27984	28779
8	23410	23808	24205	24603	25000	25398	25796	26193	26591	26988	27386	27783	28181	28579	29374
9	24005	24403	24800	25198	25595	25993	26391	26788	27186	27583	27981	28378	28776	29174	29969
10	24600	24998	25395	25793	26190	26588	26986	27383	27781	28178	28576	28973	29371	29769	30564
11	25195	25593	25990	26388	26785	27183	27581	27978	28376	28773	29171	29568	29966	30364	31159
12	25790	26188	26585	26983	27380	27778	28176	28573	28971	29368	29766	30163	30561	30959	31754
13	26385	26783	27180	27578	27975	28373	28771	29168	29566	29963	30316	30758	31156	31554	32349
14	26980	27378	27775	28173	28570	28968	29366	29763	30161	30558	30956	31353	31751	32149	32944
15	27575	27973	28370	28768	29165	29563	29961	30358	30756	31153	31551	31948	32346	32744	33539
16	28170	28568	28965	29363	29760	30158	30556	30953	31351	31748	32146	32543	32941	33339	34134
17	28765	29163	29560	29958	30355	30753	31151	31548	31946	32343	32741	33138	33536	33934	34729
18	29360	29758	30155	30553	30950	31348	31746	32143	32541	32938	33336	33733	34131	34529	35324
19	29955	30353	30750	31148	31545	31943	32341	32738	33136	33533	33931	34328	34726	35124	35919
20	30550	30948	31345	31743	32140	32538	32936	33333	33731	34128	34526	34923	35321	35719	36514

dopted by the Board of Trustees 10/21/86

APPENDIX ~~D~~ E

APPENDIX ~~E~~ F

PENINSULA COLLEGE

PORT ANGELES, WASHINGTON

1986 PART-TIME INSTUCTOR SALARY SCHEDULE

(EFFECTIVE FALL QUARTER, 1986)

CREDIT	SCHEDULED HOURS/WEEK	TOTAL
1	1	$ 263.75
1	2	387.50
2	2	527.50
2	3	651.25
2	4	775.00
3	3	791.25
3	4	915.00
3	5	1,038.75
3	6	1,162.50
4	4	1,055.00
4	5	1,178.75
4	6	1,302.50
4	8	1,550.00
5	5	1,318.75
5	6	1,442.50
5	7	1,566.25

* * * * * * * * * * *

Calculation based on $140.00 per credit plus $11.25 per hour.

Contact time per quarter must equal 550 minutes per credit for courses classified as "lecture" and 1100 minutes per quarter for courses classified as "laboratory."

* * * * * * * * * * *

10/17/86
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 3

AND THE

OLYMPIC COLLEGE ASSOCIATION FOR HIGHER EDUCATION
AFFILIATED WITH THE WASHINGTON EDUCATION ASSOCIATION
AND THE NATIONAL EDUCATION ASSOCIATION

JC870524

March 25, 1986 to and including June 30, 1988.

PREAMBLE

This Agreement is by and between the Board of Trustees of Community College District #3, hereinafter called the "Employer," and the Olympic College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association".

The term Employer used hereinafter shall mean the Board of Trustees or its lawfully designated representative(s).

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

Section 2. The term academic employee shall be defined as those performing teaching, learning resources, or counseling functions consistent with Appendix B-5. Excluded are all other employees.

Section 3. It is agreed that this shall be the only Article of this Agreement applicable to academic employees listed below and that such employees shall not be covered by any other Article in this Agreement during its term:

> All Community Service and specially contracted academic employees shall receive an individual contract specifying compensation at the rate of a minimum of $14.50 per contact hour.

ARTICLE II - SAVINGS CLAUSE

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

The provisions of this Agreement shall be subject to any future actions of or directions by the Legislature of the State of Washington. In the event of conflicts between the results of such actions and the provisions of this Agreement during its term the former shall prevail.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. Payroll Deductions. The Employer shall, upon written authorization of the academic employee involved, provide payroll deduction of Association membership dues for full-time academic employees. Such deductions shall be remitted to the authorized Association Representative. The Employer agrees to provide, upon receipt of authorization from an academic employee, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law and OFM regulations.

The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

Section 2. Association/Employer Committee. Both parties agree that its representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

Section 3. The Association may post notices of activities and matters of Association concerns on bulletin boards provided such use shall not apply to any Association activity related to partisan political activities.

Section 4. The Association shall have the right to use Community College District #3's internal mail service and academic employee mail boxes for communications purposes. The Employer shall be reimbursed by the Association for any postage required.

Section 5. Rights of Faculty in Association.

(a) The Employer will not interfere with the legal right of academic employees to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any academic employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

(b) The Association further recognizes its responsibility as bargaining agent and agrees to represent all academic employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6. Sufficient copies of this Agreement shall be made available to the Association to allow it to distribute copies to all members of the unit.

Section 7. The Association and its representatives shall have the right to use buildings for meetings and to transact Association business, provided normal scheduling channels are followed and no additional cost is incurred by the College.

Section 8. The Association shall have the right to use facilities and equipment, including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Employer for use of such equipment and supplies at actual cost.

Section 9. To assist the Association in carrying out its representation responsibility, the Employer, upon request, shall furnish to the Association information in the same form and manner available to the general public. Such requests shall be in accordance with the public records policies and procedures of the District.

Section 10. The Association and its representatives shall have reasonable access during normal college hours to all District controlled facilities in which members of the bargaining unit work, provided there is no disruption to the normal operation of the College.

Section 11. The Employer agrees to provide to the Association, within the first thirty (30) days of each academic year, the names and location of assignment of all full-time members of the bargaining unit. A complete listing of all part-time employees by District facility (location) shall be provided to the Association quarterly.

Section 12. An Association representative or agent shall have the right to attend all regular or special meetings of the Board excluding executive sessions and to submit items for the agenda consistent with the bylaws and procedures of the Board.

Section 13. Notices of hearing conducted under the Higher Education Administrative Procedure Act shall be provided to the Association.

Section 14. A representative(s) of the Association may attend the Association Representative Assembly on contracted days. Such utilization shall not exceed two (2) man-days per year. No loss of pay shall be incurred nor shall any expenses be borne by the Employer.

ARTICLE IV - NONDISCRIMINATION

The parties agree that there shall be no discrimination against any academic employee because of race, sex, age, religion, color, ancestry, handicapped status, or veterans status in the administration or application of the terms of this Agreement. Processing of alleged violations of this Article through the applicable regulatory agency or through arbitration shall be the option of the employee. A decision by the employee to proceed with arbitration shall constitute a waiver of any rights to pursue another remedy.

ARTICLE V FACULTY RIGHTS AND BENEFITS

Section 1. The Employer shall provide a faculty lounge equipped as mutually agreed. (H-110)

Section 2. Each academic employee is entitled to freedom in the classroom in the discussion of the subject he teaches. When he speaks or writes outside of the scope of his employment, he is free from institutional censorship or discipline and it is understood that he is not an institutional spokesman.

Section 3. Personnel Files. Copies of materials in the official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements, or when otherwise required by law. Each academic employee shall have access to his own personnel file during normal working hours upon reasonable advance notification and/or may designate in writing a representative of his choice for such access. An academic employee shall be notified of any requests, either oral or written, for access to his personnel files other than those authorized under this Agreement. Material which would place an academic employee's employment in jeopardy may be placed in his personnel file only after allowing him/her to read the material and append to it answers to any charges, complaints or statements involved. The academic employee shall then sign the materials, but his signature does not necessarily imply agreement with the statements contained in the material.

Section 4. Individual Contracts.

(a) All academic employees who hold an appointment or who are employed without appointment on a part-time basis shall be issued an individualized contract prior to the beginning of each assignment period.

(b) The Employer shall provide such contracts to each full-time academic employee prior to the end of Spring Quarter of the preceding academic year. Certified mail shall be used in instances where an academic employee is on leave at the time contracts are issued provided the academic employee has left a forwarding address prior to commencement of leave.

(c) Each individual academic employee who intends to return to employment in his/her respective tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than fourteen (14) days after its issuance. Failure to return a contract on a timely basis shall mean such individual academic employee does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the District.

Section 5. Leaves of absence for academic employees shall be in accordance with Appendix A.

Section 6. The Employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each full-time academic employee and part-time academic employee working more than one-half time. Academic employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the academic employee.

Employer insurance contributions shall be made for the full twelve (12) month period which shall include all summer months.

Section 7. Application of Tenure. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationee and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of an academic employee shall not be subject to the grievance procedure of this Agreement.

Section 8. Termination of Employment. Terminations of employment of academic employees shall be handled in a manner consistent with Appendix C and Appendix D. It is agreed that such provide a means for resolving disputes and that such disputes shall not be subject to the grievance procedure of this Agreement.

Section 9. Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and procedures as they shall be from time-to-time promulgated.

Section 10. Faculty Screening Procedure.

(a) Whenever newly created or existing full-time faculty positions are to be filled, the positions will be advertised appropriately both inside and outside the State of Washington. The Screening Committee shall work with the appropriate Dean to establish the qualifications desired for the position.

(b) (1) All full-time applications shall be screened by an ad hoc committee known as the Faculty Screening Committee consisting of the appropriate director, two academic employees of the division or discipline appointed by the appropriate Dean, and a representative of the Affirmative Action Committee appointed by the College Affirmative Action Officer. The director will consult with academic employees in the appropriate discipline/division regarding selection of academic employees to serve on the Committee.

(2) Such Committees shall elect a chairman from among the members. Additional persons may be utilized by the Committee for resource purposes upon mutual agreement between the Committee and the appropriate Dean. Provided, however, the final recommendation to be submitted to the appropriate Dean shall be made by the four (4) members in a manner determined by the Committee.

(c) The Faculty Screening Committee will recommend candidates for each position to the appropriate Dean for his acceptance or rejection. If all candidates are rejected, the appropriate Dean and the Committee shall confer in order to determine the reasons for rejection. Thereafter, the screening process shall be repeated by the Faculty Screening Committee.

(d) The above provisions shall not apply to tenured individuals returning to a previously held position in the bargaining unit or to non-tenured individuals returning to a full-time position previously held in the bargaining unit within the last three (3) years.

Section 11. Handbook. Copies of the Faculty Handbook shall be supplied to all full-time academic employees in the bargaining unit. Modifications to the Handbook shall be supplied within a reasonable time. Copies of such handbook shall be made available upon request to part-time academic employees through the appropriate administrator and in the Campus Library.

Section 12. Transportation. Academic employees who are required by the Employer to use personal vehicles for transportation shall be compensated at a rate consistent with OFM regulations as they now exist or hereinafter may be amended.

Section 13. Copyrights and Patents.

(a) The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his name.

(b) The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

(c) In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

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Section 14. It is agreed that seven (7) employees (one (1) from each of the four (4) divisions, one (1) from PSNS, one (1) from Learning Resources and one (1) from Counseling) shall be included and serve on the Curriculum and Instruction Council.

Faculty representatives on the Curriculum and Instruction Council shall be elected by the faculty in their respective division or service area.

Section 15. Facilities and Support Services. Consistent with fiscal and budgetary limitations, the Employer shall:

(a) Continue to provide each full-time academic employee with office space, furniture and files.

(b) Continue to provide part-time academic employees appropriate consultation and work space.

(c) Continue to provide equipment and supplies as determined necessary to assist academic employees in the performance of their duties.

(d) Continue to provide each academic employee with the key(s) to those facilities necessary for conducting and fulfilling his/her professional duties.

(e) Provide full-time academic employees, upon request, with institutional business cards for college business.

(f) Provide academic employees with designated on-campus parking during both day and evening assigned duty times in accordance with the fee schedule determined by the District.

Section 16. Due Process. No academic employee shall be disciplined (including oral warnings or oral/written reprimands or suspensions) without just cause. The specific grounds forming the basis for documented disciplinary action will be made available to the academic employee and the Association in writing. Any disciplinary action taken against an academic employee shall be appropriate to the behavior which precipitates the action.

An academic employee shall be entitled to have present a representative of the Association during the proceedings.

ARTICLE VI - COMPENSATION

Compensation for all academic employees shall be in accordance with the schedule and procedures contained in Appendix B.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as an alleged violation by the Employer of the terms of this Agreement. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

Step One

The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate immediate Supervisor and Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate Supervisor and Dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The Dean shall answer the grievance in writing within five (5) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step Two

If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or his designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or his designated representative shall send his written answer to the Association within ten (10) working days. Such answer shall be deemed to be the final position of the Employer.

Step Three

If no settlement is reached at Step Two, the Association may in its sole discretion within five (5) working days after the date of the Step Two answer request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined. The demand for arbitration shall be within twenty (20) working days of the Step Two answer.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within fifteen (15) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. For purposes of this Article, working days shall be defined as contracted faculty working days pursuant to the Board-approved main campus calendar regardless of whether the grievant is actually assigned such days. In addition, if any other steps or actions provided for in Section 1 of this Article are not taken or appeals therein provided for not taken or filed or notice not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend time limits.

Section 3. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agremeent and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 4. Jurisdiction of the arbitrator is limited to:

(a) Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and

(b) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and

(c) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

(d) The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

(e) The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

(f) The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

(g) The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

(h) No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.

Section 6. Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

Section 7. It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

ARTICLE VIII - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement.

ARTICLE IX - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE X - SCOPE OF AGREEMENT

Section 1. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements of understandings, whether oral or written, between the parties. In addition this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 2. Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 3. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 4. Nothing contained herein shall be construed to deny or restrict any academic employee's rights and responsibilities he may have under the laws of the State of Washington and of the United States or other applicable regulations.

Section 5. No individual contract offered to academic employees by the Employer shall be inconsistent with the terms and conditions of this Agreement.

Section 6. It is agreed by the parties that negotiations shall be conducted in good faith.

Section 7. Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

ARTICLE XI - DURATION

Section 1. Commencement of Negotiations. Negotiations between the Employer and Association representatives for a subsequent agreement will commence no later than May 1, 1988. Both the Employer and the Association will submit written proposals at the initial meeting.

Section 2. The Association reserves the right to re-open Appendix B-1 (subsections 2(a), 2(c), 2(e)), B-2 and B-3 in the event the Legislature of the State of Washington authorizes and appropriates funds for such purposes.

Section 3. Dispute Resolution. In the event that a dispute occurs and an impasse results, the parties shall notify and request the services of the Federal Mediation and Conciliation Service.

This Agreement shall remain in full force and effect upon its execution to and including June 30, 1988. In the event that negotiations have not been concluded by June 30, 1988, the terms and conditions of this contract will remain in effect until the last day of Fall Quarter, 1988, or as otherwise mutually agreed to in writing by the parties.

Signed this 25th day of March 1986 at Bremerton, Washington.

FOR THE ASSOCIATION

President

FOR THE EMPLOYER

Carolyn Powers

Chairman

APPENDIX A

LEAVES

Section 1. Method of Accounting and Compensation for Illness, Injuries, Bereavement and Emergency Leave.

(a) Eligible Employees: Eligible employees shall include full-time academic employees.

(b) Two Accounts: Such leave accrued prior to July 1, 1981, by eligible employees shall be maintained in two separate categories, the first identified as a "compensation account" and the second as an "auxiliary account".

(c) Current Sick Leave Accumulation: Prior to July 1, 1981, one (1) day of entitlement earned during each month of employment shall be credited to the compensation account, and all days earned in excess of one (1) day for each month of employment during a calendar year shall be credited to the auxiliary account. Sick leave received on or after April 1, 1986, shall be at the rate of one (1) day per calendar month. The effective dates for computing sick leave accrual shall be:

(1) The first of the month of hire for individuals commencing employment between the first and the fifteenth of the month; or

(2) The first of the following month for individuals commencing employment between the sixteenth and the end of a month.

(3) Individuals completing employment on or before the fifteenth of the month shall not receive accrued leave for the month; those completing employment on or after the sixteenth shall receive the full monthly accrual credit.

(4) Effective June 1, 1986, part-time summer session faculty under full-time contract to the College the preceding three quarters will earn sick leave accrued between Spring and Fall Quarters in their compensatory account.

(5) Effective June 1, 1986, returning full-time academic employees who did not perform summer session assignments shall earn sick leave accrued between Spring and Fall Quarter in their auxiliary account.

(d) Previously Accrued Sick Leave: Employees with accrued sick leave under previous leave policies shall have such accruals divided between the two accounts so that no more than one (1) day per month of full-time employment shall be credited to the compensation account. Any sick leave days accrued in excess of one (1) per month shall be credited to the auxiliary account.

(e) Sick Leave Use: The first twelve (12) days of sick leave used each calendar year shall be drawn from the compensation account. In the event that more than twelve (12) days sick leave have been used during the calendar year, days in excess of twelve (12) shall be taken from the auxiliary account until depleted, following which further absence shall be taken from the previously accrued compensation account.

Days of sick leave used shall be the days that were accumulated last.

(f) Compensation for Unused Sick Leave: Eligible employees shall receive monetary compensation for accrued sick leave as follows:

(1) In January of each year, and at no other time, an employee whose year-end compensation account sick leave balance exceeds sixty (60) days may choose to convert sick leave days accrued in the previous calendar year (not to exceed one day per month), minus those used during the year, to monetary compensation.

No compensation account sick leave days may be converted which would reduce the calendar year-end balance in the compensation account below sixty (60) days.

Monetary compensation for converted compensable days shall be paid at the rate of 25% and shall be based upon the employee's current salary. "Current salary" shall mean the salary of an employee received for each full day of service, exclusive of supplemental pay for additional duties. The hours converted must be evenly divisible by four (25%).

(2) Eligible employees or their estates who separate from the District owing to retirement or death shall be compensated for their unused compensable sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested-out-of-service" employees who leave funds on deposit with the retirement system.

(g) Transfer of Sick Leave: Sick leave accrued by eligible employees at other community college districts in the State of Washington shall be transferable to Community College District #3. Transferred sick leave credits become vested after completion of six (6) months of employment. Sick leave accrued by eligible Community College District #3 employees shall be transferable to other community college districts, to the State Board for Community College Education, to the State Superintendent of Public Instruction, to any educational service district, to any school districts, or to any other institutions of higher education in the State. Uncompensated sick leave accumulated by a Community College District #3 employee who resigns from the District shall be reinstated to such employee who returns to the employment of the District.

(h) Exclusions: Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation for retirement purposes.

An employee who separates from the District for any reason other than retirement or death shall not be paid for accrued sick leave. Sick leave shall not accrue during sabbatical leave or leave of absence without pay.

(i) A physician's written statement must be filed with the personnel office verifying illness and recovery for all sick leaves in excess of five (5) consecutive days. Leave for illness, hospitalization or death of a member of the immediate family shall be subject to approval in writing by the appropriate Dean. Emergency leave shall be subject to approval in writing by the appropriate Dean.

Section 2. Special Leave (Noncumulative). Leave with or without pay not heretofore defined may be allowed up to a maximum of five (5) days, subject to prior written approval by the President.

Section 3. Court Leave (Noncumulative). An academic employee may be excused from his duties for jury service or for subpoena. Such academic employee shall be paid his regular pay, less the fee he received for acting as a juror or witness. Such leave shall not be deducted from any other leave to which the academic employee might be entitled.

Section 4. Leave of Absence. Leave of absence shall mean approved absence from duty without pay. Upon the request of a tenured academic employee, the Trustees may approve a leave of absence for up to two (2) years. The best interests of the College shall be a principal criterion in the approval of such leave.

(a) Untimely application for leave of absence will be adequate reason for refusal, but application by April 1 for leave to begin in September shall be considered timely.

(b) No sick leave benefits or longevity increment will be earned during leave of absence, but benefits previously earned shall not be reduced or forfeited.

(c) Notice of intent to return shall be given to the President in writing on or before March 1 of the leave year.

Section 5. Military Leave of Absence. (1) During the period that the Selective Service Act is in force, if any academic employee of the District shall be inducted into military service, or (2) if an enlisted man or officer in the reserve of any of the Armed Forces of the United States shall be called to active duty, he shall be granted military leave of absence by the District. Said employee, upon being released from active duty in good standing shall, if he desires to resume employment with the District, report his desire for reinstatement not less than ninety (90) days prior to the beginning of the upcoming school year and upon being found capable and able to perform a faculty function shall be reinstated in a faculty position at the beginning of said school year.

(a) Military experience under the above clauses shall be credited to the salary schedule the same as faculty experience, one (1) year of military service equaling one (1) year's faculty experience up to a maximum of two (2) years.

(b) It shall be the policy of the District to reinstate an academic employee consistent with the applicable federal regulations regarding such matters.

(c) Sick leave shall not accrue during military leave of absence.

Section 6. Maternity Leave of Absence. A leave of absence without pay shall be granted for pregnancy or childbirth provided such leave is requested in writing in advance and shall begin at such time as determined by the individual and her physician.

Said leave shall not extend beyond ninety (90) calendar days after the actual termination of the pregnancy unless a physician's statement indicates a different period of leave is necessary to protect the employee's health.

Sick leave shall not accrue during the period of leave of absence without pay.

Section 7. Sabbatical and Retraining Leaves.

(a) General Information. Such leave may be approved for one, two or three quarters, consecutively or nonconsecutively, after the end of a six-year period of full-time contractual service as an academic employee of Olympic College. Leave appointees who are granted leaves of other than three consecutive quarters retain their remaining entitlement and may qualify for additional entitlement at the rate of one quarter for each additional two-year period of the full-time contractual service as an academic employee of the College.

(b) Sabbatical and Retraining Compensation. Compensation during such leave shall be computed at the rate of seventy-five percent (75%) of the appointee's full nine-month contractual salary for the year or portion of the year in which the leave is taken or the average salary of the top quarter of teaching faculty, whichever is less. Nine months' contractual salary shall be interpreted to include basic full-time contractual salary for a regular three-quarter school year. The aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.

(c) Conditions. Sabbatical or retraining leave may be granted under the following conditions:

(1) The application and detailed plan including reasons for requesting such leave shall be submitted in writing to the College President and to a committee consisting of five (5) academic employees

appointed by the Association (one from each division and one from learning resources/counseling) and one administrative appointment by February 15 of the school year prior to taking leave. The President shall transmit the committee's recommendations along with his concurrence or alternate recommendation to the Board by March 1. Grants of such leave shall be made at the regular March meeting of the Board of Trustees.

(2) When the Board of Trustees grants a sabbatical or retraining leave, the recipient shall sign a contract with the College specifying:

(a) the length of leave

(b) the amount of payment

(c) performance according to the approved leave plan while on leave

(d) the requirement that the recipient will return to Olympic College for at least one year

(e) written prior approval of any change in the approved plan must be made by the President

(f) the recipient, upon return, shall submit a written report, including transcripts for courses taken where applicable, to the President within one (1) month to substantiate leave activities.

(g) failure to comply with any of the items above will result in repayment of the amount of the salary stipend and benefits paid during such leave.

(3) Sub-sections (2)(d) and (2)(g) above shall not apply when an academic employee on sabbatical or retraining leave has been RIFed in accordance with the terms of this Agreement.

(4) The time spent on sabbatical or retraining leave shall be recognized as equivalent to time spent as an academic employee at Olympic College (excepting sabbatical or retraining leave entitlement and sick leave accumulation.)

(5) The notice of the recipient's intent to return to the College shall be given to the President in writing on or before March 1 of the leave year. In case the leave is for less than a school year, the notification date of intent to return shall be specified in the contract.

(d) All sabbatical or retraining leaves require the approval of the Board of Trustees. The number of such leaves approved by the Board of Trustees shall not exceed four percent (4%) of the full-time faculty for the upcoming year. No such leaves may be granted for less than one quarter.

Section 8. Faculty Exchange Leave. An academic employee may be granted a leave for the purpose of exchanging work assignments with any qualified colleague at any appropriate institution in industry, education, government, or other place of employment. Such exchange requires that the academic employee's replacement at Olympic College be qualified to perform the employee's normally contracted duties or to perform another assignment having a higher priority need. While participating in such an exchange, the Olympic College academic employee shall officially continue as a full-time contracted employee and shall be treated as such in all respects by the Employer; e.g., maintaining position on the Salary Schedule, insurance, and retirement coverage, etc. Application for Faculty Exchange Leave shall be made to the President at least four (4) months prior to the initiation of the leave.

Section 9. Personal Leave. Effective Fall Quarter, 1987, full-time academic employees are eligible to use one (1) nonaccumulative personal leave day per instructional year. Such leave must be used between the eleventh (11th) and fortieth (40th) instructional days of a quarter and shall not be utilized on a contracted day immediately preceding or succeeding a holiday.

APPENDIX B-1

COMPENSATION

Effective January 1, 1985

Section 1. Academic Employees Salary Schedule. See Appendix B-2, Faculty Salary Schedule. See Appendix B-3, Supplemental Schedule.

Section 2. Salary Provisions.

(a) Degree Supplement. Only one premium will be allowed in any one fiscal year.

A premium of five hundred dollars ($500) will be granted for an academic employee with a Master's Degree, a Five-year Vocational Certificate, or Baccalaureate Degree and a Professional License. A premium of one thousand dollars ($1000) will be granted for a Doctoral Degree.

(b) Movements. An academic employee may move to the right on the salary schedule a maximum of two columns per year.

(c) Summer School. Pay will be calculated at eighteen percent (18%) of the full-time academic employee's rate (teaching on Main Campus) as specified in the most recent salary schedule for a full load. Pay for other loads will be calculated by multiplying the full load pay by the ratio of the load actually taught to the full-time load.

(d) Vocational Certification. One year certification on Column 1; three year certification on Column 2; five year certification on Column 3.

(e) Academic employees assigned and scheduled annual loads consistent with Appendix B-4 shall be deemed to be full-time. Academic employees shall be deemed to be part-time in all other instances. Effective January 1, 1985, the part-time hourly rate shall be twenty dollars ($20) per contact hour. In addition to contact hours and related preparation required, part-time academic employees shall be required to attend orientation sessions as applicable, to be available to students at facilities made available by the Employer, and to maintain professional development appropriate to their particular activity. Part-time academic employees shall be paid for ten (10) contact hours for each lecture credit and twenty (20) contact hours for each laboratory credit assigned to the course or courses taught.

(f) PSNS Apprentice School academic employees shall receive compensation for all contracted days in excess of those specified in the Main Campus Instructional Calendar based upon the following formula:

$$\frac{1}{\text{number of main campus days}} \times \text{each contractual day in excess of the number of main campus days.}$$

(g) Placement of Faculty.

(1) An academic employee with a Master's Degree and less than forty-five (45) quarter hour credits beyond his bachelor's degree will be placed in the BA+45 column. Academic employees with five-year

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vocational certificates or with a Bachelor's Degree and a professional license issued by the Washington State Board for Professional Licensing shall be placed in the BA+45 column. An academic employee with a doctorate and less than 145 credits beyond the Bachelor's Degree shall be placed in the BA+145 column. All academic employees placed in accordance with the provisions of the above shall be entitled to movement to the right on the basis of additional credits earned since (a) the effective date of the vocational certificate or professional license under which the academic employee was originally placed, or (b) the date of original placement in these columns, whichever is earlier.

(2) Part-time employees who are assigned the normal full-time load per week as defined in B-4 and perform other responsibilities of a full-time faculty member on less than an annual basis shall be compensated for such time in accordance with the full-time salary schedule on a pro rata basis.

(h) Date of the Bachelor's Degree. Credits are to be computed from the date of the Bachelor's Degree with the following exceptions:

(1) When a person has met all of the requirements for his degree but does not receive his degree until a later date, any acceptable credits earned subsequent to completion of said requirements shall be allowed on the salary schedule.

(2) When, upon the advice or requirements of the particular institution, the individual has deferred acceptance of the degree until the completion of the fifth year, the credits completed during the fifth year shall be considered as credits beyond the Bachelor's Degree.

(3) In the case of an academic employee having more than one Bachelor's Degree, credits earned after the date of the first earned degree shall be counted on the salary schedule.

(i) Placement on the Salary Schedule. In the placement of an academic employee, the evaluation of experience in lieu of contracted full-time educational experience and of training in lieu of academic credits shall be the prerogative of the administration.

Section 3. Advancement on the Salary Schedule.

(a) Advancement on the salary schedule by acquisition of additional credits will be made once a year during fall quarter. The academic employee shall submit a letter of intent by June 1, indicating that he will be eligible for advancement in September. Documented proof of eligibility for advancement shall be presented for evaluation to the Personnel Office by October 1.

(b) All plans for professional self-improvement offered for advancement on the salary schedule shall require written prior approval by the Dean of Instruction or the Dean of Students. Copies of credit approval decisions made by the Dean of Instruction or Dean of Students will be placed in the personnel file of the academic employee involved.

(c) The Credit Evaluation Committee shall consist of five (5) academic employees appointed by the President of the Association and the appropriate Deans as ex officio members. The Credit Evaluation Committee shall review all plans for professional self-improvement except upper division and graduate courses and make recommendations to the appropriate Dean for consideration or prior approval of the plan. Such recommendation and salary schedule advancement shall be consistent with hypothetical salary schedule advancement guidelines.

(d) Maximum Advancement. A full-time academic employee may not earn more than fifteen (15) quarter hours of credit applicable to the salary schedule during a school year exclusive of credits earned during the summer session or while on an approved leave of absence.

Section 4. Responsibility for Transcripts. It shall be the individual academic employee's responsibility to provide an official transcript to verify credits earned.

Section 5. Salary Payments. Regularly contracted full-time academic employees may elect to receive their annual salary over ten (10) or twelve (12) months of the year beginning with the first payroll date of fall quarter. Payroll dates and procedures will follow OFM regulations as they now exist or hereinafter may be amended.

Section 6. Calendars. Two Association representatives shall be members of the District Calendar Committee which shall submit recommendations to the President regarding calendars by January 30 of each year. Such calendars shall provide for 177 contractual days to be performed by academic employees on annual contract.

Section 7. Advancement pursuant to B-1 Section 3, B-2, and Step Increases pursuant to B-2 and/or B-3 are contingent upon Legislative authorization and funding.

Section 8. Salary advancements (increments, lane changes, degree premiums) for the 1985-86 academic year shall be honored pursuant to the terms of the predecessor agreement. Such advancement shall have first priority from the next faculty salary appropriation provided by the legislature for such purpose and will be retroactive to fall quarter 1985, unless otherwise mutually agreed to by the parties.

Section 9. Pursuant to the reopener provision in Article XI, Section 2, and except for salary advancement in Section 8 above, the Association has reserved the right to apply the remaining funds to either additional salary advancement/salary increase, or a reduction in calendar days, or any combination thereof. The Association further agrees to notify the District of such election prior to the end of fall quarter 1986. Implementation of the election will be consistent with the terms and conditions of this contract. It has been agreed that any reduction in calendar days will be limited to non-instructional days as delineated in the 1986-87 calendar.

APPENDIX B-2
OLYMPIC COLLEGE FACULTY SALARY SCHEDULE

Effective January 1, 1985

	1	2	3	4	5	6	7	8	9	10	11	12
	BA+15	BA+30	BA+45 MA*	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100 PhD**	BA+165 MA+120 PhD+20	BA+185 MA+140 PhD+40	BA+205 MA+160 PhD+60	BA+225 MA+180 PhD+80
1	92 15,297	96 15,962	100 16,627	104 17,292	108 17,957	112 18,622	116 19,287	120 19,952	124 20,617	128 21,283	132 21,948	136 22,613
2	97 16,128	101 16,793	105 17,458	109 18,123	113 18,789	117 19,454	121 20,119	125 20,784	129 21,449	133 22,114	137 22,779	141 23,444
3	102 16,960	106 17,625	110 18,290	114 18,955	118 19,620	122 20,285	126 20,950	130 21,615	134 22,280	138 22,945	142 23,610	146 24,275
4	107 17,791	111 18,456	115 19,121	119 19,786	123 20,451	127 21,116	131 21,781	135 22,446	139 23,112	143 23,777	147 24,442	151 25,107
5	112 18,622	116 19,287	120 19,952	124 20,617	128 21,283	132 21,948	136 22,613	140 23,278	144 23,943	148 24,608	152 25,273	156 25[illegible]3
6	117 19,454	121 20,119	125 20,784	129 21,449	133 22,114	137 22,779	141 23,444	145 24,109	149 24,774	153 25,439	157 26,104	161 26,769
7	122 20,285	126 20,950	130 21,615	134 22,280	138 22,945	142 23,610	146 24,275	150 24,941	154 25,606	158 26,271	162 26,936	166 27,601
8	127 21,116	131 21,781	135 22,446	139 23,112	143 23,777	147 24,442	151 25,107	155 25,772	159 26,437	163 27,102	167 27,767	171 28,432
9	132 21,948	136 22,613	140 23,278	144 23,943	148 24,608	152 25,273	156 25,938	160 26,603	164 27,268	168 27,933	172 28,598	176 29,264
10	137 22,779	141 23,444	145 24,109	149 24,774	153 25,439	157 26,104	161 26,769	165 27,435	169 28,100	173 28,765	177 29,430	181 30,095
11	142 23,610	146 24,275	150 24,941	154 25,606	158 26,271	162 26,936	166 27,601	170 28,266	174 28,931	178 29,596	182 30,261	186 30,926
12	147 24,442	151 25,107	155 25,772	159 26,437	163 27,102	167 27,767	171 28,432	175 29,097	179 29,762	183 30,427	187 31,092	191 31,758

$166.27 per point - full time
$ 20.00 per hour - part-time

*MA Degree - 5 year certificate, $500 premium
**Doctoral Degree, $1,000 premium

APPENDIX B-2

OLYMPIC COLLEGE FACULTY SALARY SCHEDULE

Effective September 1, 1986

	1	2	3	4	5	6	7	8	9	10	11	12
	BA+15	BA+30	BA+45 MA*	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100 PhD**	BA+165 MA+120 PhD+20	BA+185 MA+140 PhD+40	BA+205 MA+160 PhD+60	BA+225 MA+180 PhD+80
1	92 15,481	96 16,154	100 16,827	104 17,500	108 18,173	112 18,846	116 19,519	120 20,192	124 20,865	128 21,539	132 22,212	136 22,885
2	97 16,322	101 16,995	105 17,668	109 18,341	113 19,015	117 19,688	121 20,361	125 21,034	129 21,707	133 22,380	137 23,053	141 23,726
3	102 17,164	106 17,837	110 18,510	114 19,183	118 19,856	122 20,529	126 21,202	130 21,875	134 22,548	138 23,221	142 23,894	146 24,567
4	107 18,005	111 18,678	115 19,351	119 20,024	123 20,697	127 21,370	131 22,043	135 22,716	139 23,390	143 24,063	147 24,736	151 25,409
5	112 18,846	116 19,519	120 20,192	124 20,865	128 21,539	132 22,212	136 22,885	140 23,558	144 24,231	148 24,904	152 25,577	156 26,250
6	117 19,688	121 20,361	125 21,034	129 21,707	133 22,380	137 23,053	141 23,726	145 24,399	149 25,072	153 25,745	157 26,418	161 27,091
7	122 20,529	126 21,202	130 21,875	134 22,548	138 23,221	142 23,894	146 24,567	150 25,241	154 25,914	158 26,587	162 27,260	166 27,933
8	127 21,370	131 22,043	135 22,716	139 23,390	143 24,063	147 24,736	151 25,409	155 26,082	159 26,755	163 27,428	167 28,101	171 28,774
9	132 22,212	136 22,885	140 23,558	144 24,231	148 24,904	152 25,577	156 26,250	160 26,923	164 27,596	168 28,269	172 28,942	176 29,616
10	137 23,053	141 23,726	145 24,399	149 25,072	153 25,745	157 26,418	161 27,091	165 27,765	169 28,438	173 29,111	177 29,784	181 30,457
11	142 23,894	146 24,567	150 25,241	154 25,914	158 26,587	162 27,260	166 27,933	170 28,606	174 29,279	178 29,952	182 30,625	186 31,298
12	147 24,736	151 25,409	155 26,082	159 26,755	163 27,428	167 28,101	171 28,774	175 29,447	179 30,120	183 30,793	187 31,466	191 32,140

$168.27 per point - full time
$ 20.25 per hour - part time

*MA Degree - 5 year certificate, $500 premium
**Doctoral Degree, $1,000 premium

APPENDIX B-3

OLYMPIC COLLEGE SUPPLEMENTARY SALARY SCHEDULE

Effective September 1, 1986

Activity	Base	Step 1	Step 2	Step 3	Step 4
Basketball	1794	1994	2193	2392	2592
Drama	1794	1994	2193	2392	2592
Instrumental Music	1794	1994	2193	2392	2592
Baseball	1794	1994	2193	2392	2592
Newspaper	1794	1994	2193	2392	2592
Vocal Music	1794	1994	2193	2392	2592
Volleyball	1794	1994	2193	2392	2592
Basketball Assistant	1345	1494	1640	1792	1945
Drama Tech. Assistant	1345	1494	1640	1792	1945
Baseball Assistant	1345	1494	1640	1792	1945

Note: These positions are not subject to the tenure act and are temporary with no expectancy of continued employment. Supplemental contracts can only be issued to a maximum of one academic year.

APPENDIX B-3

OLYMPIC COLLEGE SUPPLEMENTARY SALARY SCHEDULE

Effective January 1, 1985

Activity	Base	Step 1	Step 2	Step 3	Step 4
Basketball	1773	1970	2167	2364	2561
Drama	1773	1970	2167	2364	2561
Football	1773	1970	2167	2364	2561
Instrumental Music	1773	1970	2167	2364	2561
Baseball	1773	1970	2167	2364	2561
Newspaper	1773	1970	2167	2364	2561
Vocal Music	1773	1970	2167	2364	2561
Volleyball	1773	1970	2167	2364	2561
Basketball Assistant	1329	1476	1621	1771	1922
Football Assistant	1329	1476	1621	1771	1922
Drama Tech. Assistant	1329	1476	1621	1771	1922
Baseball Assistant	1329	1476	1621	1771	1922

Note: These positions are not subject to the tenure act and are temporary with no expectancy of continued employment. Supplemental contracts can only be issued to a maximum of one academic year.

APPENDIX B-4

WORKLOAD STANDARDS

Section 1. Assignment. Within the limitations and guidelines recommended below, the assignment of equitable loads for all full-time faculty members is the responsibility of the appropriate Dean.

Section 2. Variables. The variables considered by Deans in assigning full-time loads include: class size, number of preparations, development of new courses, evening and off-campus classes, extracurricular assignments, academic advisory load, counseling assignments, learning resources assignments, types of classes, practicum, special projects, and availability of teaching assistants. Participation in practicum and special projects shall be voluntary and shall not be required as part of a faculty member's normal assignment.

Section 3. Basic Standards. The basic standard with which the above variables are measured shall be actual class contact hours, whether spent in lecture, recitation or laboratory; or counseling or learning resources assignment.

Section 4. Annual Basis. The full-time load shall be computed on an annual basis.

Section 5. Maximum contact workload per year.

Discipline Group	Column A Less than 4.99%>SFR	Column B Greater than SFR by 5%
Adult Education		
Adult Ed/Continuing Ed	95	92
Arts		
Music	56	53
Art, Drama, Photography	59	56
Business		
Lecture	50	47
Lecture/Lab	52	49
Communications		
English, Speech, Journalism	50	47
Counseling Faculty	37.5 hrs/week	37.5 hrs/week
Food Service	90	90
Foreign Languages	50	47

Discipline Group	Column A Less than 4.99%> SFR	Column B Greater than SFR by 5%
Home and Family Life		
Early Childhood Ed.	58	55
Parent Ed.	65	62
Home Economics	75	72
Humanities/Social Science Humanities, Philosophy, Sociology, Anthropology, Education, Geography, History, Political Science, Psychology, Public Service	50	47
Learning Resources Faculty	37.5 hrs/week	37.5 hrs/week
Mathematics	50	47
Natural and Physical Science	53	50
Nursing	65	62
Parent Child Co-op	37.5 hrs/week	37.5 hrs/week
Physical Education	58	55
PSNS	40 hrs/week	40 hrs/week
Systems Mode	95	92
Technical Programs Engineering, Computer Science, Electronics, Med. Assisting	55	52
Professional Programs Admin. of Justice, Fashion Merch., Fire Command	55	52
Trades Automotive, Electrical, Mach. Tech., Plumbing, Residential Remodeling, Sheetmetal, T & I, Welding	80	77

Section 6. The academic employee workload is as found in Column A, except as delineated below.

(a) Assignments in excess of the maximum annual hours as established in Column A shall be on a voluntary basis and shall be compensated at the current part-time hourly rate.

(b) If the student-faculty ratio for the entire College is five per cent (5%) or more above the student-faculty ratio set for Olympic College by the

State Board for Community College Education, assignments in excess of the maximum in Column B shall be compensated at the part-time hourly rate.

(c) All academic employees shall be provided a copy of verifiable student enrollment figures and detailed student faculty ratio calculations on a quarterly and annual basis.

(d) A copy of the tenth-day enrollment figures for the entire College will be provided to the Association President quarterly as soon as the information becomes available.

(e) Consistent with scheduling requirements, every reasonable effort will be made in the assignment of full-time academic employees to provide duplicate course sections when available.

(f) Academic employees teaching a section with more than 60 students may be provided with a half-time teaching assistant at the College's expense.

Section 7. Part-Time Employment. The Employer agrees to make available prior to the start of each quarter a listing of all part-time employment opportunities which shall include the class offerings and their respective times. In making such assignments the Dean shall take into consideration the qualifications of the applicant and the best interests of the students and the College. Full-time employees filling such assignments as determined by the Dean shall be paid the part-time rate for each contact hour beyond the maximum annual load.

Section 8. Evening classes after 4:30 p.m. shall be assigned as part of a full-time academic employee's workload only when such assignment is required to reach the maximum workload of the academic employee and no appropriate daytime assignment is available.

Section 9. Full-time faculty members shall not be required to substitute as part of their normal assignment. Payment for substitute activities shall be in accordance with the part-time rate of pay provided such activities are assigned and authorized in advance by the Dean or designee.

Section 10. In computing excess hours (above "hours worked per week") for overtime purposes for learning resources faculty, counseling faculty, PSNS faculty and Parent Child Co-op faculty, contact hours will not be used, rather the employees will receive payment at the part-time hourly rate under the following conditions:

(a) When the employee has an additional teaching assignment and such assignment is approved by the appropriate Dean.

(b) When the employee is assigned excess hours which are beyond those customarily performed pursuant to Appendix B-5.

Section 11. Sections 5 and 6 above shall be effective the first day of fall quarter 1986. Until such time, sections 5 and 6 of the predecessor agreement shall apply.

APPENDIX B-5

TEACHING ACADEMIC EMPLOYEES

The teaching academic employees report directly to the appropriate Director, Coordinator or supervisor.

Duties

1. To provide effective individual and group instruction for students.
2. To assist in planning, developing and improving curricular offerings.
3. To teach courses in accordance with course syllabi, college catalog and schedule of classes.
4. To assist students in the learning process by using all appropriate facilities, materials and educational technologies available to enhance the teaching process.
5. To assist in the process of guiding and advising students in their courses and program planning.
6. To maintain accurate records of students and complete forms as required.
7. To maintain office hours for student consultation.
8. To meet regularly with instructional staff and serve on appropriate committees.
9. To submit to the appropriate supervisor an outline or syllabus of each course taught.
10. To submit an accurate inventory of supplies and equipment as required.
11. To refer to counselors students with problems which need special attention.
12. To perform other professional duties as requested or assigned by the appropriate Director, Coordinator or supervisor.

Appendix B-5

COUNSELING ACADEMIC EMPLOYEES

The counseling academic employees report to the Director of Counseling and Testing.

Duties

1. To facilitate the personal, vocational and educational decision-making of students.

2. To administer and interpret individual and group psychometric devices.

3. To provide individual and group counseling.

4. To provide current vocational and educational information for career planning and for future educational experiences.

5. To evaluate student records and experiences.

6. To work with community agencies, schools, civic groups and individuals in meeting student needs.

7. To assist students with admissions, registrations, transfer, withdrawal, schedule changes and advising.

8. To inform the public throughout the district by speaking about programs and services available through the college.

9. To provide appropriate information on college programs, services and student characteristics which facilitate institutional planning and service to students.

10. To assist instructional faculty and administration with planning and developing courses and programs.

11. To select a counseling academic employee to serve on the Curriculum and Instruction Council and the Student Services Council.

12. To accept student referrals from faculty and administrators and to refer students to other agencies when appropriate.

13. To serve on appropriate committees.

14. To maintain records of contacts with students and complete forms as required.

15. To perform other professional duties as requested or assigned by the Director of Counseling and Testing.

Appendix B-5

LEARNING RESOURCES ACADEMIC EMPLOYEES

The learning resources academic employees report directly to the Director of Learning Resources.

Duties

1. To provide learning resources services to the college community in a variety of print and non-print forms.
2. To perform bibliographic searches for information.
3. To select, catalog and process print and non-print materials.
4. To provide reference services to patrons.
5. To produce resource materials required for instructional and student programs.
6. To maintain records and inventories of materials and equipment.
7. To circulate materials and equipment to patrons.
8. To advise patrons of new materials, equipment and educational technologies as they become available.
9. To provide patrons with individual and group instruction in the use of materials and equipment.
10. To serve on appropriate committees and complete forms as required.
11. To perform other professional duties as requested or assigned by the Director of Learning Resources.

APPENDIX C

PROCEDURE FOR GRANTING TENURE AND FOR DISMISSAL

Section 1. A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: RCW 28B.50.851; 28B.50.852; 28B.50.855; 28B.50.856; 28B.50.857; 28B.50.860; 28B.50.867; 28B.50.869; 28B.50.870.

Section 2. In administering the provision of Section 1 above, the following conditions shall apply:

(a) Selection of the Tenure Review Committee.

(1) A tenure review committee shall be established for each probationer. The committee shall be responsible for the probationer until he is either granted tenure or is no longer employed within Olympic College. If a vacancy occurs during the terms of service of the tenure review committee members, the Dean of Instruction or Dean of Students will call a special election within two (2) weeks to fill that position.

(2) The Dean of Instruction or Dean of Students shall be responsible for the establishment of each tenure review committee which shall normally begin functioning no later than four (4) weeks after the day that the probationer has begun his faculty duties.

(3) Each tenure review committee shall be composed of five (5) members. Three members representing the teaching faculty on each review committee shall be elected by a majority of those in attendance at an all-faculty meeting held for such purpose. A student representative shall be appointed by the President of the Associated Students of Olympic College. The fifth member shall be the administrator directly responsible for the area to which the probationer is assigned.

(b) Evaluation of the Probationer. If the probationer disagrees with the tenure review committee's recommendation, he shall be given an opportunity to challenge it before the College President.

(c) Final Action on Tenure.

(1) The final decision to award or withhold tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the tenure review committee and reasonable consideration to the recommendation of the College President. Any recommendations of the tenure review committee and the President shall be advisory only and not binding upon the Board of Trustees.

(2) If the probationer is not to be retained, he must be informed.

(3) If the probationer is dismissed prior to the expiration of his contract, his case shall be considered by the dismissal review committee in accordance with the laws of the State of Washington and the dismissal policy of Olympic College.

(d) The regular college year in all instances shall be deemed to begin with the first Fall Quarter (PSNS Apprentice School - September 1) regardless of the quarter in which the probationer begins employment.

Section 3. Basis for Dismissal. A tenured academic employee shall not be dismissed or RIF'd from his appointment except for sufficient cause, nor shall an academic employee who holds a probationary faculty appointment be dismissed or RIF'd prior to the dates established in the written terms of his appointment except for sufficient cause.

Section 4. Procedure for Dismissal.

(a) A dismissal review committee created for the express purpose of hearing dismissal cases shall be established and shall be comprised of the following members:

(1) The President shall select one member and an alternate;

(2) Three academic employees and three alternates shall be chosen by the Association by a district-wide election;

(3) The ASOC shall choose a student representative and an alternate;

(4) The dismissal review committee will select one of its members to serve as chairman.

(b) Charges. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing after not less than ten (10) days' notice. The notice shall include:

(1) A statement of the time, place, and nature of the proceeding;

(2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(3) A reference to the particular rules of the District involved;

(4) A short and plain statement of the matters asserted. If the District is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter upon request, a more definite and detailed statement shall be furnished.

Copies of such notice will go to the appropriate Dean and the Chairman of the Dismissal Review Committee.

(c) Such formal hearing shall be held in accordance with, and in full compliance with, RCW 28B.19.120, 28B.19.130, and 28B.19.140 as they now exist or hereinafter may be modified. Provided, however, implementation of 28B.19.120 shall always involve a hearing officer appointed by the Board of Trustees.

(d) Consideration by the Dismissal Review Committee:

(1) The designated hearing officer shall conduct a formal hearing pursuant to RCW 28B.19.120, 130 and 140 as now or hereinafter amended. The Dismissal Review Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.

(2) Briefs, if any, shall be submitted to the hearing officer within fifteen (15) days of the close of the hearing. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.

(3) The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously transmit a recommendation to the Board of Trustees.

(4) The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.

(e) The hearing shall be closed. Interested parties, including but not limited to academic employees and students, will be given an opportunity to present evidence.

(f) Consistent with RCW 28B.50.864, appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with RCW 28B.19.150. Such appeal, if any, shall not act as a stay to the decision of the Board of Trustees.

(g) Suspension of the academic employee by the President during the administrative proceedings involving him (prior to the final decision of the Board of Trustees) is justified if immediate harm to himself or others is threatened by his continuance. Any such suspension shall be with pay.

(h) Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the academic employees, the dismissal review committee, administrative officers, or members of the Board of Trustees until all administrative proceedings and appeals have been completed.

APPENDIX D

REDUCTION IN FORCE

Section 1. The appointing authority shall be deemed to have the authority to terminate the contract of any tenured or probationary employee because of reduction-in-force. Sufficient cause for reduction-in-force shall mean either of the following:

(a) Elimination or reduction of financing or elimination or reduction of program(s), or

(b) State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, para. 1 under the following conditions:

  (1) reduction of allotments by the Governor pursuant to RCW 43.88.110 (2), or

  (2) reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Section 2. Reduction-in-Force Units.

(a) The following District layoff units are hereby established:

Administration of Justice
Adult Education
Anthropology
Apprentice School - Drafting
Apprentice School - English
Apprentice School - Mathematics
Apprentice School - Science
Art
Astronomy
Automotive - Body
Automotive Technology
Biology
Business and Economics
Chemistry
Computer Science
Computer Science - Occupational
Continuing Education
Counseling
Drafting
Drama
Early Childhood Education
Education
Electricity
Electronics
Engineering
English
Fashion Merchandising
Fire Command Administration
Food Service
French
Geography
Geology
German
History
Home Economics
Humanities
Journalism
Learning Resources Center/Library
Learning Resources Center/Media
Machine Technology
Management
Mathematics
Medical Assisting
Meteorology
Music
Nursing

Office Occupations
Parent Child Cooperative Educ.
Philosophy
Photography
Physical Education
Physical Science
Physics
Plumbing
Political Science
Psychology
Public Service
Real Estate
Residential Construction
Sheet Metal
Sociology
Spanish
Speech
Trades and Industry
Welding

Additional RIF units may be created in accordance with program additions or by mutual agreement between the District and the Association.

(b) The Dean of Instruction or the Dean of Students shall annually assign each full-time academic employee to the appropriate unit(s), ranked in accordance with the seniority procedures defined herein. These lists shall be published and distributed to academic employees on or before November 10 of each year. Any disputes regarding reduction in force unit assignment(s) shall be consolidated by the Association President and submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration shall be borne equally by the Association and the District.

(c) An academic employee qualifies for assignment to any reduction-in-force unit in which one-third or more of the employee's current assignment(s) are performed. In addition, an academic employee may qualify for reduction in force units based on the following criteria:

(1) The employee possesses a Bachelor's degree or equivalent (45 quarter credits) in the discipline, or
(2) The employee has taught representative courses in the additional unit within the last three (3) academic years, or
(3) The employee has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or
(4) The employee has sufficient qualifications for vocational certification in the unit.

(d) An academic employee may be assigned to no more than two (2) reduction in force units total. Rights to these reduction in force units may be claimed by academic employees in October of each academic year.

Section 3. Implementation of Reduction-in-Force.

(a) If the number of academic employees is to be reduced, the President shall decide in the case of each affected unit what course offerings, programs and/or other services are most necessary.

In making decisions on reductions, the President shall consider, but is not limited to the following factors:

(1) All offerings in each affected unit and the need for the offerings to meet degree and transfer requirements.

(2) The goals and objectives of Olympic College.

(3) Information concerning academic employee vacancies occurring through retirement, resignation, sabbatical, and leave of absence.

(4) The enrollment and the trends in enrollment and their effect upon each unit.

(b) Order of RIF. Once the President determines the number of academic employees to be reduced in each unit, the President shall observe the following order of reduction:

First - Full-time probationary employees in order of least seniority.

Second - Full-time tenured employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that:

(1) Strict adherence to it would result in no qualified individual being available to fully perform the duties of remaining courses or support services,

(2) Strict adherence would result in a regression in the Affirmative Action commitments of the District.

(c) Initial Procedures.

(1) When the President determines that a reduction in force is necessary based upon Section 1(a) above, and has selected the affected academic employee(s) to be reduced, the initial step shall be for the President to meet with the affected employee and discuss the proposed reduction in force with the individual in personal conference which shall be an informal proceeding for purposes of RCW 28B.19. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.

(2) When the Board of Trustees determines that a reduction in force is necessary for the reasons set forth in Section 1(b) above, the President shall select the affected academic employee(s) to be reduced and meet with the individual in personal conference, which shall be an informal proceeding for the purpose of RCW 28B.19, to discuss the proposed reduction in force. The matter may at that time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

(3) The Association shall be notified in writing at least one work day prior to all meetings held pursuant to c(1) or (2) above.

Section 4. Seniority

(a) Seniority shall be determined by establishing the date of the signing of the first full-time contract for the most recent period of continuous full-time professional service for Olympic College which shall include leaves of absence, sabbatical leaves, and periods of RIF. (This shall include professional services for the Bremerton School District prior to July 1, 1967, if assigned to Olympic College.) The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional services, seniority shall be determined in the following order:

(1) First date of the signature of a letter of intent to accept employment,

(2) First date of application for employment.

(b) In the case of an academic employee moving to an administrative position, seniority shall remain at the same level as when the academic employee moved to an administrative post. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when he/she moved to the administrative post. These provisions shall not be applicable to individuals who moved to an administrative post prior to the signature date of this Agreement.

(c) An academic employee who is RIFed from one unit and who is a member of another RIF unit shall be placed within that second unit and RIF shall, if necessary, take place in that second unit on a seniority basis.

Section 5. Appeal Rights. An employee, upon receipt of the President's letter of intent to recommend RIF, shall be afforded appeal rights defined in Appendix C, Section 4, consistent with the following conditions:

(a) If any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be utilized.

(b) In the case of a RIF for the reasons set forth in Section 1 above, the statement required by Appendix C, Section 4, shall clearly indicate that separation is not due to the job performance of the academic employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for RIF as one or both of the conditions set forth in Section 1 above. The notice must also indicate the effective date of separation from service.

(c) In the case of a RIF for reasons set forth in Section 1 (b) above, at the time of an academic employee's request for formal hearing, said employee may ask for participation in the selection of the hearing officer, as provided by RCW 28B.50.873, provided that where there is more than one academic employee affected by the Board of Trustees' RIF, such academic employees must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the District and the academic employee(s) requesting the hearing.

(d) The responsibilities of the hearing officer shall be completed within ten (10) calendar days in the case of RIF for the reasons set forth above.

(e) The responsibilities of the Dismissal Review Committee shall be completed within seven (7) calendar days in the case of a RIF for the reasons set forth above.

(f) The hearing officer shall consolidate individual RIF hearings into a single hearing. The only issue to be determined shall be whether the particular academic employee(s) advised of severance is the proper one to be terminated.

(g) In the case of a RIF for reasons set forth in Section 1(b) above, failure to request a hearing within ten (10) calendar days after issuance of the notice shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual contract. In the case of a RIF for reasons set forth in Section 1(b) above, the formal hearing shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the RIF has been issued to the affected academic employee(s).

(h) Except in instances covered by 5(g) above, the effective date of the reduction-in-force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

Section 6. Recall Rights. Tenured employees who have been RIFed as a result of this Appendix shall have the right to be recalled.

(a) Recall shall be in reverse order of RIF by unit to an employee position (either a newly-created or vacant full-time position), provided the employee is qualified to perform the needed duties of such postion.

(b) The period of recall shall extend three (3) years after the effective date of RIF, provided that the academic employees have provided the District with a written statement notifying the District of their desire to be considered and current address each six (6) months after RIF.

(c) Full-time tenured academic employees who have been RIFed will retain all accrued benefits, such as sick leave and seniority. Upon recall they shall be placed at least at the next higher increment on the salary schedule than at the time of RIF and will retain their tenured status.

(d) New hires shall not be employed to fill full-time academic employee vacancies unless there are no qualified academic employees on the applicable RIF unit recall list(s) to accept the vacancies.

(e) An academic employee on recall shall have the first right of refusal to any part-time assignments in her/his RIF unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided that nothing herein shall require the District to consolidate part-time positions into a full-time position. Conflicts between full-time academic employees over right to part-time assignments shall be resolved by the application of seniority. In the instances where a full-time academic employee is on recall status, the number of part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of RIF to the equivalent of a full load or more.

(f) The District shall notify the Association, in writing, of all employment offers made to academic employees on recall and the final outcome of such offers.

(g) Upon the request of an academic employee laid off for reasons of this policy, the President shall write a letter stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

Section 7. A faculty member notified of reduction-in-force who chooses not to have a formal hearing as defined herein shall be guaranteed fifty (50) contractual days or pay in lieu thereof commencing at the day notification was received from the President.

WA 003792

AGREEMENT

by and between the

Board of Trustees of Community College
District No. 4

and the

Skagit Valley College Education Association
Affiliated with
the Washington Education Association
and the National Education Association

for 1986-87, 87-88, 88-89 Academic Years

This agreement is by and between the Board of Trustees of Community College District No. 4, hereinafter called the "Employer" and the Skagit Valley College Education Association, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association." The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

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ARTICLE I - RECOGNITION

Section 1. General Recognition

The Employer hereby recognizes the Association as the exclusive negotiating representative for all Community College District No. 4 academic employees as defined in Chapter 28B.52RCW. Excluded are all other employees including employees who otherwise meet the definition of academic employee but are funded primarily by Federal or other contracts.

Section 2. Administrative Duties

Excluding cases of bona fide promotion, no administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the Association.

ARTICLE II - PAYROLL DEDUCTIONS AN ASSOCIATION MEMBERSHIP

Section 1. Membership

The Employer shall, upon written authorization of the individual employee, provide payroll deduction of Association membership dues for members within the bargaining unit. Such deductions shall be remitted to the authorized Association representative.

The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded in writing to the Employer.

Section 2. Membership Dues and Contributions

The Employer agrees to provide, upon receipt of authorization from the academic employee on a form provided by the Business Office, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions or other such plans consistent with applicable state statute and OFM regulations.

Section 3. Nondiscrimination

The Association hereby agrees that neither the Association nor any of its members shall intimidate or in any way coerce employees to become members of the Association. The Employer hereby agrees that no member of the Board of Trustees or administration shall intimidate or in any way attempt to prevent any academic employee from becoming a member of the Association.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. Use of Buildings

The Association and its representatives shall have the right to schedule the use of District buildings to transact lawful Association business, provided there is no interference with normal scheduling procedures and further provided that no additional cost is incurred by the Employer.

Section 2. Use of Bulletin Boards

The Association or its affiliates shall have the right to post notices of its activities and matters of concern on bulletin boards assigned for its use. The Association or its affiliates may use other college district bulletin boards in accordance with District policy related to the use of such bulletin boards.

Section 3. Communications

The Association and its affiliates shall have the right to use the Employer's internal mail service and academic employee's mailboxes for communications purposes.

Section 4. Board Meetings

The President of the Association or his/her representative, shall be scheduled on the report section of the agenda for each regular monthly meeting of the Board of Trustees. A copy of the agenda shall be forwarded to the Association at the same time it is transmitted to the Board members.

Section 5. Information

To assist the Association is carrying out its role as the bargaining agent for academic employees, the Employer, upon request, shall furnish to the Association information in the same form available to the general public.

Section 6. Administrative Procedures Act Hearing Notices

All notices of hearings conducted under the APA procedures shall be provided to SVCEA consistent with APA terms.

Section 7. Academic Employee List

The Employer agrees to provide the Association, within a reasonable time during each academic year, the names, addresses and telephone numbers of all full-time academic employees. A list of part-time academic employees showing name and administrative unit shall be provided to the Association quarterly.

Section 8. Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on District property at all times provided there is no disruption to the normal operation of the college. Reasonable time shall be made available to the Association President to perform contractually related duties provided there is no dispution to the normal operation of the college.

Section 9. Association Meetings

The Association shall have the right to send one (1) representative to legislative committee hearings, SBCCE meetings or Association regional or statewide meetings/conferences. The Association agrees to pay the costs of a substitute that may be necessary, in the judgment of the Associate Dean, to fulfill the representative's assignment during the individual's absence. Travel and related expenses shall be borne by the Association.

Section 10. Distribution of Agreement

Copies of this Agreement shall be distributed to all members of the bargaining unit within thirty (30) days of its execution. Ten (10) additional copies shall be provided the Association. Newly hired academic employees shall receive a copy of this Agreement upon issuance of individual contracts and copies of this Agreement shall be available to applicants for positions within the bargaining unit. The costs of such printing and distributing of this Agreement shall be borne by the Association and the Employer on an equal basis.

ARTICLE IV - ACADEMIC EMPLOYEE RIGHTS

Section 1. Individual Rights

Nothing contained within this Contract, District No. 4 policy, rule or regulation shall be construed to deny or restrict to any member of the bargaining unit rights applicable under the laws of the state of Washington and of the United States.

Section 2. Rights of Members in Bargaining Unit

The Employer will not interfere with, restrain, coerce, or prevent any academic employee from exercising their legal rights to organize, join and support the bargaining unit for whatever purpose in which it lawfully may engage.

The Employer agrees it will not discrimintate against any academic employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the established grievance procedure.

Section 3. Disciplinary Action

No academic employee shall be reprimanded, disciplined or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the academic employee. An academic employee or his/her representative shall have the right to face the charging party when being formally reprimanded or disciplined. Provided, however, this section shall not apply in matters regarding tenure review or dismissal handled pursuant to Article IX.

Section 4. Safety

The Employer agrees that a reasonable effort shall be made to ensure safe and non-hazardous working conditions. All parties agree to abide by the safety rules promulgated by the Employer.

Section 5. Staff Lounge

All academic employees shall continue to have the right to use the staff lounge provided by the Employer during the duration of this Contract.

Section 6. Liability Protection

Liability protection shall be available in accordance with the Tort/Claims Act of the state of Washington.

Section 7. Travel

a. When a full-time academic employee's regular workload during the normal working day is divided between duty stations (SVC campus and Whidbey campus), an allocation of $300.00 per quarter (on a five-day per week basis) will be paid for work under these conditions; for less than five (5) days per week, payment will be on a prorated basis. In addition, District transportation may be used for this purpose if it is available.

b. Excluding travel covered by (a) above, reimbursement for authorized travel shall be based at the maximum rate allowed by OFM regulations as they now exist or hereandafter may be amended.

Section 8. Parking and Keys

If parking fees are to be charged, fees will be the same for all user groups, provided that the Board agrees to meet and confer with SVCEA prior to implementation of any fees.

The Employer will make available to members of the bargaining unit the required key(s) necessary to perform the individual's job.

Section 9. Copyrights and Patents

The ownership of any materials, invention or processes developed solely by an academic employee's individual effort and expense, shall rest in the District and be copyrighted or patented, if at all, in his/her name.

The ownership of any materials, invention or processes produced solely for the District and at District expense, shall rest in the District and be copyrighted or patented, if at all, in its name.

In those instances where materials, inventions or processes are produced by an academic employee with District support, by way of the use of significant personnel time, facilities or other District resources, the ownership of the materials, invention or processes shall rest in (and be copyrighted or patented, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall rest in the District.

Section 10. Policy and Procedures Manual

Within a reasonable time after the beginning of the academic year, all members of the bargaining unit shall be supplied a copy of the college district Policies and Procedures Manual. All policies, procedures, rules and regulations not covered in this Contract shall be transmitted to members of the bargaining unit for inclusion in the Policies and Procedures Manual following adoption by the Board of Trustees as soon as practicable.

Section 11. Individual Contracts

The Employer agrees to provide to every member of the bargaining unit, prior to commencement of his/her professional duties, a written agreement which delineates the terms of employment including all conditions and responsibilities attached thereto, provided that such written agreements ahll be in conformity with the Washington State Law, State Board for Community College Education regulations, District No. 4 rules and regulations, and the terms and conditions of this Contract.

Each year thereafter the Employer shall provide each individual academic employee a new individual contract or letter of intent in compliance with applicable law by no later than sixty (60) days prior to the ensuing academic year. Each individual academic employee who intends to return to employment in his or her respective tenured or probationary appointment in the ensuing academic year shall so notify the Employer by signing the written contract or letter of intent and returning it to the Dean of Educational Services no later than ten (10) days after issuance. Failure to return a signed contract or letter of intent on a timely basis shall mean such individual academic employee does not intend to return to the appointment and no longer desires to be employed by the College.

Section 12. Nondiscrimination

The parties agree that there shall be no discrimination against any academic employee because of race, sex, age, religion, or color, or in the administration or application of the terms of this Agreement.

Section 13. Academic Freedom

Academic freedom is fundamental for the advancement of truth in all institutions of higher education conducted for the common good. The common good cannot be achieved by following only the selfish interests of the individual faculty member or the interests of the institution in the name of academic freedom.

The faculty member's right to select materials for classes and the right to freedom of discussion in these classes is fundamental in the search for truth. Therefore, the District guarantees that faculty members shall have freedom of discussion and expression. Nevertheless, this right is not to be construed as license to introduce inappropriate material unrelated to the subject.

Section 14. Personnel Files

The Employer agrees to establish, maintain and supervise an appropriate personnel file for each member of the bargaining unit. This file shall be for the sole purpose of recording all documents and other matters relating to an academic employee's employment by the College. Each individual academic employee shall have access to his/her academic file. Each academic employee shall have the right to be accompanied by a representative of his/her choice when reviewing his/her personnel file. Files shall be confidential except when used for normal administrative requirements, or when otherwise required by law, or as provided for in this section.

This shall not preclude the maintenance of all lawful payroll records by the Business Office nor maintenance of other essential records by appropriate personnel for the operation of the District.

Derogatory materials may not be placed in the personnel file unless the academic employee has read the material and has been afforded the opportunity to append to it answers to any charges, complaints or statements involved. The academic employee shall then sign the materials, but a signature does not imply agreement with the statements contained in the material. Material may be removed from the file at any time upon mutual agreement.

Section 15. Voluntary Transfers

Any unit member who wishes to transfer from one job to another or from one campus to another will file a request with the personnel office. The request will contain the job and/or location desired. If a position in said department/location becomes available, the personnel office will so inform the unit member and invite the member to apply for the opening.

Section 16. Postings (Full-Time)

When a unit position becomes vacant or a new position is created, the employer agrees to post notice for a reasonable period of time prior to filling the position. Posting shall consist of notice to the President of the SVCEA as well as notice on the bulletin boards. The posting shall contain the title, duties, rate of pay, and the qualifications for the job.

ARTICLE V - ACADEMIC EMPLOYEE WORKLOAD STANDARDS

Section 1. Certification

As a condition for continued employment by the college district, academic employees shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in Chapter 131-16-WAC and items 3410.10 through 3410.11.2 of the Policies and Procedures Manual, as now or hereafter amended.

Section 2. Full-Time Academic Employee Responsibilities

Full-time academic employees shall meet or exceed the following general responsibilities:

a. Academic employees shall provide professional services within their individual area of competency, including teaching or support duties, according to their individual workload assignments.

b. Academic employees shall provide such professional services during the normal workdays required by this Contract.

c. Academic employees shall comply with and carry out non-teaching duties normally associated with the instructional process.

d. Academic employees shall accept the responsibility to serve on committees and perform other duties related thereto in accordance with college district policy relating to such assignments.

e. Academic employees shall strive for professional growth by participating in workshops, in-service training and other activities designed to enhance professional competency.

f. Academic employees leaving campus during a normal working day shall notify the office of the appropriate administrative officer in charge of the administrative unit to which they are assigned; provided, that, if such absence from campus involves cancellation of a scheduled class or activity, prior permission must be obtained from the administrative officer in charge of the administrative unit to which the academic employee is assigned; provided further, that the provisions of this item (f) shall not apply to academic employees whose scheduled teaching assignments and activities are conducted off-campus.

Section 3. Workload Standards: Instructional Academic Employees

For purposes of this Contract, instructional academic employees shall mean individuals whose primary duties and responsibilities involve classroom or other quarterly class schedules. A normal workday for instructional academic employees shall be defined as the individual workload assignments made in accordance with the criteria set forth below; provided, that, when classes are not scheduled during the number of days required by this contract, instructional academic employees shall attend all scheduled activities, perform all departmental duties assigned by Department Chairpersons and approved by the appropriate Associate Dean and academic advisory functions as required by the Associate Dean for Student Guidance further, that, if an instructional academic employee participates in academic advisory functions prior to the date when all academic employees are required to report for duty, such employee shall be granted compensatory time for such service by the Dean of Educational Services. Academic employees are expected to be on campus or at other authorized area, an average of thirty-five (35) hours per week.

Instructional academic employees shall be assigned reasonable workloads designed to allow the college district to fulfill its instructional mission. It shall be the responsibility of the Associate Deans, working with Department Chairpersons, to determine and make individual workload assignments in accordance with the following criteria:

a. A normal teaching load shall be 45-48 instructional units spread approximately evenly throughout the regular academic year.

b. Instructional units shall be computed as follows:
(i) One credit hour shall equal 1.00 instructional unit; provided, that one (1) credit hour in three-credit English Composition shall equal 1.40 instructional unit and one (1) contact hour of laboratory instruction shall equal 0.75 instructional unit.
(ii) In other areas where the ratio of contact hours to credit hours is greater than one-to-one, the Dean of Educational Services shall establish the value of the instructional unit in such areas.
(iii) When rules and regulations of state and other agencies dictate basic teaching loads, instructional academic employee teaching loads will be assigned accordingly.

c. The total student units should not exceed 600 per quarter; provided, that such number of student units may be exceeded when it is necessary for the college district to achieve an average student-faculty ratio needed to meet funding requirements. Student units shall be computed by multiplying the number of students enrolled in a course or program by the number of instructional units for such course or program. In the event student units are less than an average of two hundred twenty-five (225) per quarter in any year, an additional five (5) instructional units may be added to the maximum teaching load defined in (a) above.

d. An instructional academic employee's class schedule shall be established on the basis of student needs and efficiency of program scheduling; provided, that, if an employee is required to teach part of his/her full-time load in an administrative unit other than that to which he/she is regularly assigned, his/her teaching schedule shall be adjusted, if feasible, to avoid a split shift.

e. Class preparation and student evaluation as appropriate.

f. Each instructional employee shall maintain office hours according to the following schedule based on quarterly contact hours:

Contact Hours	Office Hours
23	5
22	6
21	7
20	8
19	9
18 or less	10

Office hours in excess of 5 may be held as student availability hours at other appropriate on-campus sites.

No later than five (5) days after the first day of each quarter, each instructional academic employee shall submit such a schedule of office hours to the appropriate Associate Dean for approval. Following approval by the appropriate Associate Dean, such schedule shall be posted on the employee's office door, and a copy shall be submitted to the Dean of Educational Services.

g. Commitee and/or advisorships should not exceed two (2) per regular academic year.

h. Non-teaching departmental duties and responsibilities shall be determined by the appropriate Associate Dean, in cooperation with departmental chairpersons, after consultation with employees assigned to his/her administrative unit.

i. Academic advising loads shall be 20-30 students per quarter with duties and responsibilities related thereto as determined by the Associate Dean for Student Guidance in accordance with college district policy.

j. An average of no more than three (3) hours per month over the academic year shall be required for in-service training activities.

k. Attendance at graduation ceremonies shall not be mandatory.

Section 4 Workload Standards; Support Academic Employees

For purposes of this Contract, support academic employees shall mean counselors, librarians and other such academic employees whose primary duties and responsibilities involve non-teaching assignments. Full-time support academic employees shall be required to meet the following minimum workload standards:

a. Support academic employees shall be required to meet all duties and responsibilities during each normal work day of the total number of days specified in Section 3 of this Article.

b. Such total work days shall be divided into work weeks consisting of thirty-five (35) hours each work week. Within such thirty-five (35) hour work week, the appropriate administrative officer shall, after consultation with employees assigned to their administrative unit or area, schedule normal work days of eight (8) consecutive hours, including lunch period; provided, that the appropriate administrative officer may schedule such consecutive hours in parts when the demand for professional services warrants such scheduling.

c. A normal work day shall mean the hours scheduled in accordance with (b) above. During such work days employees shall be available in their assigned areas and perform all duties and responsibilities required by their position or assignment.

d. Duties and responsibilities required for such support academic employees mean major function assignment, committee and/or advisorship assignment and department or area duties and responsibilities.

e. Major function assignment shall be determined by the appropriate administrative officer.

f. Major committee and/or advisorships shall not exceed two (2) per regular academic year.

g. Departmental or area duties and responsibilities shall be determined by the appropriate department or area chairperson.

Part-time and summer session academic employees shall perform all duties and responsibilities specified by their employment contracts in accordance with the number of hours per day established by such contracts and scheduled by the appropriate administrative officer.

Section 5. Workload Standards: Part-Time Academic Employees

Part-time instructional academic employees shall perform all instructional and related duties required by their specific teaching assignments for the number of contact or credit hours specified by their individual employment contracts. Part-time support academic employees shall perform all duties and responsibilities specified by their individual employment contracts in accordance with the number of hours per day established by such contracts and scheduled by the appropriate administrative officer.

ARTICLE VI - ACADEMIC EMPLOYEE SUPPORT FACILITIES

Section 1. Facilities and Equipment

Within overall budgeting and facilities restraints, the Employer agrees to budget for and to make available necessary facilities and equipment to each division so that members of the bargaining unit can perform their professional assignments.

Section 2. Offices

The employer shall continue to provide offices equipped with standard office equipment provided that space requirements may require that offices may have to be shared by two or more members of the unit.

Section 3. Facilities

The Employer agrees that all district facilities shall be maintained in a safe and healthful condition.

Section 4. Academic Employee Support

Within budgetary restraints, the Employer agrees to continue the existing practice relating to the employment of student assistants and secretarial assistance during the life of this Agreement.

Section 5. Supplies and Materials

The college agrees that every reasonable effort shall be made to provide for adequate supplies and materials in order that unit personnel can perform their assigned jobs in an efficient and productive manner.

ARTICLE VII - ACADEMIC EMPLOYEE TRAINING PROVISIONS

Section 1. In-Service Education

The Employer agrees to provide a program of in-service education designed to assist and encourage probationary and tenured faculty member to realize their professional potential. To achieve this purpose the in-service educational program must be designed to meet the unique needs of individual faculty members as well as the total needs of the faculty. Therefore, the program must include a variety of activities worked out in cooperation with the faculty members for which the in-service education is designed.

It shall be the responsibility of Skagit Valley College to provide as much budgetary support as possible to maintain an adequate in-service education program. The Dean of Educational Services, working with individuals and appropriate committees, shall be responsible for planning and administering the in-service education program.

Section 2. In-Service Attendance

Academic employees required to attend in-service courses/classes during their normal working day shall suffer no loss of pay or fringe benefits.

Section 3. Training Compensation

a. An annual allocation of $12,000 shall be provided for the purpose of funding activities such as attending workshops, seminars, and schools or visiting industries or official or private institutions or conferences designed primarily to benefit the college.

b. Professional staff members are eligible after completion of one year of full-time service from the time of being hired. A faculty member shall be limited to one activity per year. Part-time faculty may be considered and recommended for stipends on an individual and specific basis as determined by the committee.

c. Applications shall be made as early as possible. In any event they shall be made prior to the time of the activity.

d. Applications may be made for spring, summer, or winter recess projects and may cover the cost of travel, lodging, registrations, meals, special materials, and tuition and related fees. Remuneration shall not exceed $850.00. Remuneration of $500 or less may be approved by the President.

e. Applications will be reviewed by the Professional Development and Training Committee wihch shall submit its recommendations to the President for final approval. The Professional Development and Training Committee will consist as follows:

    4 faculty members elected from the vocational faculty
    4 faculty members elected from the academic faculty
    1 faculty member elected from student services
    1 faculty member elected from Whidbey Branch
    1 faculty member elected from Library-Media Center
    Dean of Educational Services

f. It will be the intent of the parties to make available activities to as many faculty members as possible with the available monies each year.

g. The Chair of the Professional Development Committee shall be deemed completion of committee assignments pursuant to Article V, Section 3 (g) and professional activity credits pursuant to Article X, Section 1 (c).

ARTICLE VIII - LEAVE PROVISIONS

Section 1. Full-Time Faculty Leaves for Illness, Injury, Bereavement and Emergencies

Pursuant to RCW28B.50.551, as now or hereafter amended, full-time faculty members shall be granted leave with full compensation for illness, injury, bereavement and emergencies as follows:

a. Full-time employees under contract or otherwise employed by the district shall have posted to their leave record a credit of ten (10) compensable and two (2) non-compensable days. Leave after the first three quarters shall accumulate on the basis of one day per calendar month; such days shall be deemed compensable for any month during which full-time contractual days are worked; the remaining days, shall be non-compensable.

b. Pursuant to applicable statute, each full-time employee's portion of unused sick leave allowance shall accumulate from year to year without limit. Employees may cash in unused sick leave days above the accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated compensable sick leave days consistent with the following rules:

(i) Days cashed in on January 1 of each calendar year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period.

(ii) Days cashed in upon death or retirement shall include all compensable days as herin defined which have not previously been cashed in. Eligibility requirements for retirement by-out shall be as follows:
a) Thirty (30) years of service, or
b) Sixty (60) years of age and five (5) years service, or
c) Fifty-five (55) years of age and twenty-five (25) years service.

(iii) No combination of circumstances shall result in more than one (1) compensable day being earned per month.

c. Leave for illness, injury, bereavement and emergencies accumulated by an employee as a result of employment by a community college in the state of Washington, by the Washington State Board for Community College Education, by the Washington State Superintendent of Public Instruction, by any county or intermediate school district in the state of Washington, by any school district in the state of Washington or by any other institution of higher learning in the state of Washington shall be posted to such an employee's leave record when that employee is contracted or otherwise employed by the college district.

d. Leave for illness,injury, bereavement and emergencies accumulated by an employee contracted or otherwise employed by the college district prior to leaving the college shall be posted to the leave record of such an employee if he returns to Community College District No. 4.

e. It shall be the responsibility of the Dean of Educational Services to establish a system of accounting to record accumulated leave under this Section and monitor the use of such leave.

Section 2. Annually Contracted Part-Time Faculty Leaves for Illness, Injury, Bereavement and Emergencies

Annually contracted part-time faculty members shall accumulate leave with full compensation for illness, injury, bereavement and emergencies on the basis of one day per month for the first year of employment pro-rated to reflect the percentage of load. No accumulation shall be earned after the first year of employment. Leave earned prior to Fall Quarter, 1980, shall not be reduced. Leave earned under this Section shall not be compensable for sick leave buy-out purposes as defined in this Article.

Section 3. Absence from Duty for Reasons of Health

In order to receive full compensation for absence from duty for reasons of health as specified in Sections 1 and 2 of this Article, members of the bargaining unit shall comply with the following procedure:

a. Reasons of health shall mean illness, either physical or mental; injury; and maternity purposes other than an extended time for childbirth as set forth in Section 6 of this Article; provided, that requests for extended leaves of absence for reasons of health shall be governed by Section 8 of this Article.

b. If an absence due to reasons of health is foreseeable, an academic employee shall notify the appropriate administrative officer through his/her department or area chairperson of the beginning date of such absence. Such notification shall be in writing and submitted within a reasonable time prior to the beginning date of such absence.

c. As early as possible on each day that reasons of health requires an academic employee to be absent from duty, the employee shall notify by telephone the administrative officer of his/her administrative unit that he/she shall be absent from duty on that day or portions thereof; provided, that, if the administrative officer is not available, the academic employee shall notify the telephone switchboard on the campusto which he/she is assigned.

d. All absences from duty due to reasons of health shall be reported to the office of the Dean of Educational Services by the appropriate administrative officers on the date such absence occurs.

e. When an absence from duty for reasons of health continues for five (5) or more consecutive days or when abuse can be reasonably suspected, the necessity for such absence shall be verified in writing by an attending physician.

f. Within a reasonable time after return to duty, the academic employee shall complete appropriate forms required for recording absences due to reasons of health. Such completedforms, and the physician's written verification as required by (e) above, shall be submitted to the office of the Dean of Educational Services.

g. It shall be the responsibility of the Dean of Educational Services to maintain an accurate record of all absences due to reasons of health.

Section 4. Absence from Duty due to Bereavement and Emergencies

In order to receive full compensation for absences from duty due to bereavement and emergencies in accordance with Section 1 and 2, academic employees shall comply with the following procedure:

a. Absences from duty for bereavement may be granted when a death occurs in the academic employee's immediate family. An emergency shall be defined as a situation which absolutely requires the presence of an academic employee.

b. When absence from duty is required by (a) above, the academic employee concerned shall notify the chief administrative officer, or the administrative officer in charge in the absence of the chief administrative officer, and receive permission to be absent from duty.

c. An academic employee permitted an absence from duty in accordance with (b) above shall be given a reasonable period of time, not to exceed five(5) days, for such absence; provided, that such time may be extended by the chief administrative officer when he/she deems it to be necessary.

Section 5. Personal Leave

The Employer agrees that each full-time faculty member shall be entitled to two (2) days of absence from duty per year for personal leave. Prior to exercising such right, the academic employee concerned shall notify his/her departmental or area chairperson and the appropriate administrative officer within a reasonable time prior to the intended absence; provided, that the individual's classes and other duties will not be adversely affected. All such leaves of absence shall be reported to the Dean of Educational Services, and such absences shall be charged against the compensable days accumulated in accordance with Section 1 of this Article.

Section 6. Maternity Leaves

Pursuant to Executive Order 11246, Chapter 60, Title 41 and WAC162-30-020, women shall not be penalized in their conditions of employment because they require time away from work on account of purposes related to maternity. Purposes related to maternity shall mean disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Purposes related to maternity shall be considered as a justification for a leave of absence for a female employee regardless of marital status. Furthermore, a female employee shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her position and as long as her physician concurs.

The chief administrative officer may authorize a leave of absence for childbirth for a reasonable length of time; provided, that, if a request for such leave is for more than one academic quarter, the request shall be submitted to the Board of Trustees for consideration and action. Requests for leaves of absence for purposes related to maternity may be granted for a maximum of one full academic year; provided, that such leaves may be extended if conditions warrant such extension.

Sick leave benefits may be applied to maternity leave in accordance with, and to the extent provided by law. Following a return to service after an authorized leave of absence for purposes related to maternity, the female employee shall be reinstated to her original position, or one of like status, and shall be entitled to salary and benefits accured by law commensurate with her position as if she had been in continuous service in the college district.

Leaves of absence relating to maternity purposes shall be governed by the following procedure:

a. To be entitled to maternity leave under this Section, a female employee shall submit a written request for such leave to the chief administrative officer. This written request shall be submitted at least two (2) months prior to the date such leave is to commence. In addition, the request shall indicate the approximate time the female employee expects to return to work.

b. The female employee who substantially fulfills the notice requirement in (a) above shall be entitled to take a leave of absence for childbirth for a reasonable length of time. The reasonable length of time shall be determined by agreement between the employee and the chief administrative officer; provided, that, if the two parties are unable to agree, the Board of Trustees shall determine the reasonable length of time on the basis of a written recommendation from the employee's attending physician.

c. Any request for a maternity leave for less than one academic quarter may be authorized by the chief administrative officer. The chief administrative officer shall submit requests for leaves of absence of more than one academic quarter to the Board of Trustees for consideration and action. Such requests shall be accompanied by appropriate documentation.

d. The Board of Trustees shall make the final determination related to the award and length of leaves of absences for purposes of maternity for more than one academic quarter.

Section 7. Leaves of Absence for Professional Improvement

The Board of Trustees may grant leaves of absence for professional improvement. For purposes of this policy, professional improvement shall mean study or related activities, exchange teaching, employment beneficial to the individual and the college district or other activities related to improvement of the individual's performance as an academic employee. Except in cases of emergency as determined by the Board of Trustees, requests for leaves of absences shall be submitted at least six (6) months prior to the quarter or academic year for which leave is desired. The total number of paid leaves of absence at any one period of time shall not exceed four percent (4%) of the total full-time faculty. Such leaves of absence may be granted for a period of not less than one academic quarter nor more than one calendar year; provided, that a leave may be extended if conditions warrant such extension. In granting such leaves of absence, seniority shall not be a factor.

Except for any professional development plan funded by the college district and applied to this Section consistent with statutory limitations, leaves of absence for professional improvement shall carry no financial compensation from the college district. Upon return to service after such leave of absence the individual shall be reinstated to his/her original position, or one of like status, and shall be entitled to salary and other benefits accured by law commensurate with his/her position as if he/she had been in continuous service in the college district.

Leaves of absence for professional improvement shall be governed by the following procedure:

a. The request for a leave of absence shall be in writing to the Board of Trustees through the chief administrative officer as Executive Secretary to the Board. The written request shall include:
(i) A general statement of the reasons for the leave;
(ii) Specific educational plans; and
(iii) A Brief statement of how such educational plans will benefit the individual and college district.
In addition, the request shall be accompanied by letters of recommendation from the appropriate Dean and Associate Dean as well as the recommendations of the Professional Development and Training Committee.

b. Such request shall be submitted at least six (6) months prior to the quarter or academic year for which leave is desired; provided, that the Board of Trustees may waive such requirement upon the availability of a suitable replacement or in cases of emergency.

c. Prior to submitting a request for a leave of absence to the Board of Trustees, it shall be the responsibility of the chief administrative officer to ensure that plans to secure an adequate replacement have been initiated, if needed, and that the request does not exceed four percent (4%) of the total faculty or represent more than 150% of the costs which would have otherwise been paid to the personnel on leave including the costs of replacement.

d. Pursuant to (c) above, the chief administrative officer shall submit the request and related documents, with an appropriate recommendation, to the Board of Trustees for consideration and action at their next regular meeting.

e. The leave of absence shall be granted at the discretion of the Board of Trustees.

Section 8. Extraordinary Leave: Reasons of Health

The Board of Trustees may grant leaves of absence for reasons of health which requires absence from service for an extended period of time. For purposes of this Section, reasons of health shall mean any physical or mental disability which prevents an individual from performing the normal duties and responsibilities demanded by his/her position. An extended period of time shall mean not less than one academic quarter nor more than one calendar year; provided, that such a leave of absence may be extended if conditions warrant such extension.

Such leaves of absence shall be governed by the following procedure:

a. Requests for a leave of absence shall be made in writing to the Board of Trustees through the chief administrative officer as Executive Secretary to the Board; provided, that, if an individual is incapable of requesting such leave,the administration will handle the matter with consideration given to the circumstances surrounding the situation.

b. The request for a leave of absence shall specify the reasons for such leave and appropriate documentation; provided, that, if sick leave benefits are to be claimed, the request shall include a written statement from a qualified physician, psychiatrist or psychologist justifying such claim.

c. Following receipt of the request, the chief administrative officer shall submit the request and documentation to the Board of Trustees for consideration and action at their next regular meeting.

d. The Board of Trustees shall have final determination as to the award of such leaves of absence.

e. Following the action of the Board of Trustees, the chief administrator shall notify the individual in writing of the Board's decision.

f. Prior to returning to service after a leave of absence, the individual shall submit a written statement from a qualified physician, psychiatrist or psychologist, as appropriate, certifying the individual's ability to resume his/her duties and responsibilities. Such statement shall be filed with the Dean of Educational Services. The District may request a second opinion regarding such return to service at its expense.

g. Following the receipt of such written statement, the individual shall be returned to service with salary and other benefits commensurate with his/her position as if he/she had been in continuous service in the college district.

Section 9. Jury Duty and Subpoena Leave

Excluding instances involving being a litigant or subject of an investigation, an academic employee may be excused from his/her duties for jury service or for subpoena. Such academic employee shall be paid his regular pay, less the fee he received for acting as a juror or witness. Such leave shall not be deducted from any other leave to which the member might be entitled.

Section 10. Unauthorized Absences

Any academic employee who is absent from duty without proper authorization in accordance with the provisions set forth in the Sections of this Article shall be subject to forfeiture in pay in proportion to the absence from duty and other appropriate disciplinary action.

Section 11. Leave Without Pay

The Board of Trustees may grant leaves of absence without pay not to exceed one year. Excluding RIF situations, the employee upon return will have the same or an essentially similar position.

Section 12. Military Leave

Military leave shall be handled in accordance with applicable state statutes as they now exist or hereafter may be amended.

ARTICLE IX - PROBATIONARY EMPLOYMENT, TENURE, DISMISSAL AND REDUCTION IN FORCE

It shall be the policy of Community College District No. 4 that the Board of Trustees, on the recommendation of the Review Committee which has interviewed and evaluated the probationer, may grant tenure at any time between the assumption of his/her faculty position and the end of the three year probationary period, except that compelling reasons must be shown for the award of tenure prior to the third year of probation.

Section 1. Purpose

Consistent with RCW 28B.50.850-869, the Board of Trustees of Community College District No. 4 hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is twofold:

1) To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Skagit Valley College and

2) To define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member..

Section 2. Definitions

As used in this Article:

a. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.

b. "Faculty appointment", except a special faculty appointment, shall mean full-time employment as a teacher, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "faculty appointment" shall mean department chairpersons and administrators to the extent that such department chairpersons and administrators have had or do have status as a teacher, counselor or librarian.

c. "Special faculty appointment" shall mean employment as a teacher, counselor, librarian or other position as enumerated in (b) above when such employment results from special funds provided to the college district and when such employment is primarily maintained and funded from special funds, as set forth in (d) below.

d. "Special funds" shall mean all funds received by the college district other than those generated by operating fees and special fees collected by the college district pursuant to RCW28B.15.100 and RCW28B.15.500 and state general funds appropriated by the Legislature and distributed to the college district by the State Board. "Special funds" shall include, but not be limited to, funds received by the college district through contracts with federal, state, local or private agencies; grants or gifts from philanthropic organizations; revenue produced by any auxiliary enterprise operated by the college district; federal vocational funds distributed by the Commission for Vocational Education; adult basic education funds distributed by the Superintendent of Public Instruction; and specifically funds received for operating PREP programs. In order to qualify for the exception from faculty tenure status, a position must be primarily maintained and funded at least fifty-one percent (51%) for salary and related benefits by special funds as defined herein.

e. "Full-time position" shall mean one in which the faculty member receives a contract labeled full-time and works a regular load of his/her department or area for three complete quarters of an academic calendar year.

f. "Review Committee" shall mean a committee composed of the probationer's faculty peers, a student representative and the administrative staff of the college district; provided, that the majority of the committee shall consist of the probationer's faculty peers.

A Review Committee shall be established in accordance with RCW28B.50.869, as now or hereafter amended. The Review Committee shall consist of one member representing the administrative staff, one student representative and three (3) members representing the teaching faculty. The administrative representative shall be an administrative officer appointed by the chief administrative officer. The student representative shall be a full-time student chosen by the ASSVC Student Senate, or its successor organization. The members representing the teaching faculty shall be selected by a majority of the teaching faculty and department chairpersons acting in a body. For purposes of this policy, acting in a body shall mean a general faculty meeting open to all faculty members and convened for the specific purpose of electing such faculty representatives by secret ballot. It shall be the responsibility of the president of the legal bargaining agent and the chief administrative officer, acting in concert, to convene such general faculty meeting prior to October 1 of each year.

The administrative member shall be appointed for a one (1) year term. Teaching faculty members shall be elected for three (3) year terms; provided, that when a vacancy occurs in one or more unexpired terms, a general faculty meeting shall be convened in accordance with paragraph one above to elect a member(s) to fill such unexpired term(s). The student representative shall be elected by the ASSVC Student Senate for a one (1) year term.

The Review Committee shall convene as soon as possible after the beginning of fall quarter for the purpose of electing a chairperson and recorder. The Review Committee shall maintain official minutes of all meetings and all other pertinent materials relating to its activities. In conducting its business, the Review Committee shall have the authority to obtain documents, records, testimony and other materials needed and deemed necessary. The Review Committee shall function as a review committee as required by RCW28B.50.850 through RCW28B.50.869, as now or hereafter amended.

In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse. The chairperson or the immediate administrative superior of the faculty member(s) under review should not be a member of the review committee. The committee shall elect its own chair. In the event there is a vacancy on the committee, a replacement shall be selected within seven (7) calendar days of the vacancy in the manner outlined above.

g. "Faculty peer" shall mean one who holds a faculty appointment.

h. "Student representative" shall mean a full-time student chosen by the ASSVC Student Senate.

i. "Administrative staff" shall mean those individuals holding administrative positions.

j. "Administrative position" shall mean those positions identified as administrative positions in items 2110.10 of the college district Policies and Procedures Manual.

k. "Probationer" shall mean any individual holding a probationary faculty appointment.

l. "Probationary faculty appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.

m. "Appointing authority" shall mean the Board of Trustees of Community College District No. 4.

n. "College district" shall mean Community College District No. 4.

0. "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

Section 3. Duties and Responsibilities of the Review Committee for Probationary Review

1) The general duty and responsibility of the review committee shall be to assess and advise the probationer of his/her professional strengths and weaknesses and to make reasonable efforts to encourage and aid him/her to overcome his/her weaknesses.

2) The Review Committee shall meet at the call of the chair, provided that the committee shall meet with the probationer at least once per quarter when in the judgement of the chair such a meeting is needed.

3) The first order of business for each probationary review committee shall be to draw up a plan that it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto.

   If, at any time during the probationary period, the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee shall set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan may include additional courses to be taken by the probationer, experts to be consulted who would be in a position to assist the probationer in overcoming weaknesses, and any other steps which the committee believes will aid the probationer in overcoming weaknesses.

It is the responsibility of the review committee chairperson to keep the probationer informed of the procedures. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his appointment. A probationary review committee's evaluation procedures should include the following:

a) Classroom observations by members or the probationary review committee which may include the review of course outlines and classroom test instruments;

b) Student evaluation administered by the appropriate Associate Dean;

c) Assessment of the probationer's participation in professional activities both on and off campus.

4) The probationary review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the probationer and the Dean of Educational Services before the designated times during each regular college year such appointee is on probationary status:

a) A written report after fall quarter outlining the probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the probationer to improve his/her weaknesses.

b) A written evaluation of each full-time probationer's performance including the degree to which the probationer has overcome stated weaknesses shall be submitted to the Dean of Educational Services. The review committee shall obtain the probationer's written acknowledgement of receipt of the written evaluation report in writing and attach his/her answer to the report.

c) A written recommendation that the appointing authority award or not award tenure, such written recommendations to be submitted at times during the regular college year deemed appropriate by each probationary review committee, provided, that during such probationer's third regular college year of appointment, the probationary review committee shall, prior to March 1 of such regular college year, make a written recommendation as to the award or non-award of tenure.

Failure of any review committee to make such written recommendation by March 1 of the probationer's third consecutive regular college year shall be deemed a recommendation neither for nor against the awarding of tenure and the appointing authority may award or deny tenure based upon this type of recommendation by committee.

5) The final decision to award or withhold tenure shall rest with the appointing authority after it has given reasonable consideration to the recommendations of the probationary review committee.

6) All written evaluations and recommendations prepared and submitted by a probationary review committee pursuant to these rules shall include a committee's findings and supportive data and analysis.

7) On or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing authority shall notify him/her of the decision to either grant him/her tenure or not renew his/her appointment for the ensuing year.

8) This appointment to tenure is effective until the faculty member is either dismissed for "sufficient cause" (as defined in Section 4) or until the age of 70 years whereupon contract renewal is at the annual option of the appointing authority.

Section 4. Policy Relating to the Dismissal of Tenured and Probationary Faculty Members.

When reason arises to question the fitness of a tenured or probationary faculty member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured faculty member shall not be dismissed except for "sufficient cause," nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause." "Sufficient cause" shall include but is not limited to:

1) Aiding and abetting or participating in:

    a) Any unlawful act of violence.
    b) Any unlawful act resulting in destruction of community college property.
    c) Any unlawful interference with the orderly conduct of the educational process.

2) Incompetency.

3) Unprofessional conduct.

4) Breach of employment contract.

5) Reduction in force resulting from any of the following:

    a) Lack of funds.
    b) Elimination and/or reduction of programs, courses or services.
    c) Decreased enrollment.

6) Reduction in force resulting from State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, paragraph 1, under the following conditions:

    a) Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or

    b) Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 5. Duties and Responsibilities of the Review Committee for Dismissal Review

The general duty of the Review Committee shall be to submit recommendations regarding proposed presidential action. Specific responsibilities of the committee shall be:

1) To review the case of the proposed dismissal.

2) To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses.

3) To hear testimony from all interested parties, including but not limited to other faculty members and students and review any evidence offered by same.

4) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing and within seven (7) days in the case of a reduction-in-force for reasons set forth in Section 4(6), the written recommendations of the committee will be presented to the hearing officer, president, the affected faculty member, and the Board of Trustees.

5) Failure of any dismissal committee to make written recommendations regarding dismissal within the prescribed time set forth in this Article shall be deemed a recommendation neither for nor against dismissal and the appointing authority may proceed with the dismissal or continue the appointment of the faculty member based upon this type of recommendation from the committee.

Section 6. Hearing Officer Appointment and Duties

A. Appointment

1) Upon receipt of a request for a hearing from an affected employee, the president shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the state of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the state of Washington.

2) In the case of a reduction-in-force for reasons set forth in Section 4(6), at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, that where there is more

than one faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; PROVIDED FURTHER, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

B. Duties

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with Chapter 28.B.19 RCW.

The duties of the hearing officer include:

1) Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;

2) Issuing subpoenas;

3) Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

4) Regulating the course of the hearing;

5) Holding conferences for the settlement or simplification of the issues by consent of the parties;

6) Disposing of procedural requests or similar matters;

7) To make all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;

8) To appoing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

9) To allow the review committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.

10) To prepare his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction-in-force for reasons set forth in Section 4(6), the written recommendation of the hearing officer will be presented to the president, committee, affected employee, and the Board of Trustees.

11) To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

a) All pleadings, motions and rulings;
b) All evidence received or considered;
c) A statement of any matters officially noticed;
d) All questions and offers of proof, objectives and rulings thereon;
e) His or her proposed findings, conclusions of law, and a recommended decision;
f) A copy of the recommendations of the dismissal review committee.

12) To decide, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.

13) To assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

14) To consolidate individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in Section 4(6), the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

15) To take any other action authorized by rules consistent with this chapter.

16) In the case of a reduction-in-force for reasons set forth in Section 4(6), the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees):

a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued;

b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated;

c) any findings, conclusions of law and recommended decisions shall not be subject to further tenure review committee action.

Section 7. Procedure Relating to the Dismissal of a Tenured or Probationary Faculty Member

A. Predetermination

Before any official action is taken relating to a dismissal or reduction in force of a tenured faculty member, the faculty member shall receive: 1) oral or written notice of the charges, 2) an explanation of the evidence supporting the charges, and 3) an opportunity, either in person or in writing, to present reasons why the proposed action should not be taken.

B. Notice

After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee and provide copies to the dismissal review committee. The notice shall include:

1) A statement of the time, place and nature of the hearing (the hearing must be held on not less than ten (10) day's written notice);

2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

3) A reference to the particular rules of the college that are involved;

4) A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Section 4(5), this shall include a statement of (a) the grounds for reduction-in-force as delineated in Section 4(5) a-c, and (b) the basis for selection of the affected employee. In the case of a reduction-in-force for reasons set forth in Section 4(6), this shall clearly indicate that separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Section 4(6). The notice must also indicate the effective date of separation of service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the president of the district within seven (7) days, the president will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the dismissal review committee and Board of Trustees. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

C. Procedural Rights of Affected Employees

An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

1) The right to confront and cross-examine adverse witnesses.

2) The right to be free from compulsion to divulge information which he could not be compelled to divulge in a court of law.

3) The right to be heard in his own defense and to present witnesses, testimony, and evidence on all issues involved.

4) The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 28B.19 RCW.

5) The right to counsel of his choosing who may appear and act on his behalf at the hearings.

6) The right to have witnesses sworn and testify under oath.

D. Final Decision by the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

1) Board review shall be based on the record of the hearing below and on any record made before the Board of Trustees.

2) The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3) The Board may hold such other proceedings as it deems advisable.

4) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the hearing officer. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision, and the effective date of dismissal.

E. Effective Date of Dismissal

The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Section 4(6), failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Section 4(6), a separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

F. Suspension

Suspension by the president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

G. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, the Association and its representatives or agents, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed. This applies to all dismissal hearings regardless whether they are held in open or closed session.

H. Appeal from Board of Trustees Decisions

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section 8. Special Procedures Relating to Dismissal Resulting from Reduction-in-Force

A. Reduction-in-Force Units and Procedure for Assignment

Reduction-in-force units shall be established as follows and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the District President to one of these units:

Agriculture-Biology
Art
Auto Body
Auto Mechanics
Business Admin.-Economics
Chemistry
Civil Engineering Technology
Computer Science
Counseling
Developmental Education
Diesel Mechanics
Drama
Electronics
Engineering
English and Literature
Farm Management
Food Technology
History
Home and Family Life
Human Services
Interdisciplinary Science
Law Enforcement
Library
Marine Technology
Mathematics
Media Services
Business Management Training
Music
Natural Resources Technology
Nursing
Office Occupations
Philosophy
Physical Education
Physics
Psychology
Small Business Resource Center
Sociology and Political Science
Spanish
Speech
Welding

Additional RIF units may be added by the District to reflect program additions or by mutual agreement with the Association.

Each tenured faculty member and each faculty member holding a probationary or temporary faculty appointment shall qualify for assignment in, and be assigned to, the lay-off unit in which the faculty member has his/her major assignment.

Lay-off unit lists shall be developed annually. Each faculty member shall be ranked in the appropriate lay-off units in accordance with the seniority procedures defined herein. Assignments to RIF units shall be published by November 1 of each academic year (initially within fifteen (15) calendar days of execution of this Agreement). Any academic employee who feels he/she has been incorrectly placed in a seniority unit shall have the right to a hearing before the appropriate Dean and his/her administrative staff. Nothing in this section shall preclude the right of an academic employee to be accompanied by a representative of his/her choice in the hearing. Such hearing shall take place within seven (7) days from the time the academic employee was notified of this assignment.

If no satisfactory settlement is reached, the academic employee may then appeal in writing to the President. The claim shall state the basis for the appeal, the President shall deliver to the academic employee and the President of the Faculty Association a copy of his decision. The decision shall clearly explain the reasons for his decision and shall be final.

B. Order of Reduction

1) Courses, Programs, Services - First Priority. If the number of full-time contracted employees subject to this policy is to be reduced, the president, with such advice as he deems necessary, shall determine what programs or services are most necessary. The district reserves the right to establish the number of full-time and part-time faculty to be employed. In making decisions on reductions, the president may consider factors including but not limited to:

   a) Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses or services.

   b) The enrollment, the trends in enrollment and their effect upon the department or program.

   c) The present and anticipated service needs of the college and its students and prospective students, including staffing needs.

   d) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.

   e) Changes in educational policies and goals.

   f) Other similar relevant considerations.

2) Selection of Individuals. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority.

3) Seniority. Seniority shall be defined as continuous full-time service in a faculty position with District 4. If a faculty member leaves the unit, previously earned seniority may be retained if such faculty member returns to the unit within three (3) years. Administrators holding tenure with SVC at the execution of this Agreement shall have all continuous full-time service with the District count toward seniority in the event that they return to the units. In computing an employee's seniority, any and all service including leaves of absence up to twenty-four (24) calendar months and sabbatical leaves shall be counted.

   The individual with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following descending order:

   a) First date of signature of an employment contract.
   b) First date of signature of letter of intent.
   c) First date of application for employment.

C. Reduction-in-Force Procedure

1) Determination of Necessity of Reduction-in-Force

a) When the president determines that a reduction-in-force is necessary pursuant to Section 4(5), and has selected the affected employees to be reduced, the initial step shall be for the president to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.

b) When the Board of Trustees determines that a reduction-in-force is necessary pursuant to Section 4(6), the president shall select the affected employees to be reduced and meet with the employee in personal conference, which is an informal proceeding, to discuss the proposed termination/dismissal. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

2) Designation of Remaining Steps. Subsequent steps in the procedure for reduction-in-force are specified in Section 7.

D. Recall

1) Full-time faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

2) Recall lists shall be created and maintained by the District for each affected lay-off-unit. The names of each affected faculty mamber shall be placed on the appropriate lay-off-unit list according to seniority.

3) Recall shall be in reverse order of reduction-in-force by lay-off-units to a faculty position, either newly created or a vacant full-time position.

4) The right of recall shall extend two (2) years from the effective date of the lay-off.

5) Each laid-off faculty member shall keep the District President's Office informed of any change in address.

6) New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable lay-off-unit recall list(s) to accept the vacancies.

7) A faculty member on lay-off shall have fifteen (15) calendar days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, his/her recall right shall be waived.

8) Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which existed at time of lay-off.

Section 9. Confidentiality of Reports. All reports prepared and/or provided pursuant to this chapter by a review committee shall be held in confidence by the committee, the president, and appointing authority except where otherwise required by law.

ARTICLE X - ECONOMIC PROVISIONS

Section 1. Full-Time Academic Employee Compensation

a. Full-time schedule predicated upon one hundred seventy-two (172) contractual days.

Effective Fall Quarter 1986

Step	A	B
1	$17,900	---
2	18,900	$19,900
3	19,900	20,900
4	20,900	21,900
5	21,900	22,900
6	22,900	23,900
7	23,900	24,900
8	24,900	25,900
9	25,900	26,900
10	26,900	27,900
11	27,900	28,900
12	28,900	29,900
13	29,900	30,900

In addition to the above compensation, a premium of $500 shall be paid for a doctorate earned from an accredited institution. For the 1986-87 academic year only, employees who were compensated at the Step 13 rate during the 1985-86 academic year shall receive an additional $808.

b. Newly hired academic employees shall normally be placed on any of the first three steps at the discretion of the Employer. Higher placement may be made in instances where the College President determines that such action would be in the best interest of the District up to and including Step 8.

c. Academic employees who are returning shall receive the applicable step increase effective Fall Quarter, 1986. For the 1986-87 year only, the value of a step increase shall be $808 instead of the otherwise prescribed $1000. Successful completion of at least five (5) professional activity credits during the preceding 12 months shall result in placement on Column B effective Fall Quarter, 1986.

d. Professional Activity Credit Requests

(1) An Instructor will submit an annual plan for approval to his/her Associate Dean or Director during Fall Quarter and report all credits earned by October 1 of the applicable year. The plan may be amended during the year and a copy will be kept in the Associate Dean's file. After completion of the plan, the Instructor will submit proof of completion to the same administrator. After completion of the plan, the Instructor will submit proof of completion to the same administrator.

(2) The Associate Dean or Director will submit a report of the kinds of activities completed and the number of PACs earned by each instructor to the Dean of Educational Services for final approval.

(3) Disputes regarding granting of professional activity credits shall be submitted to the College President for final resolution.

(4) Professional activity credits shall accrue to an academic employee at the time official documentation of completion is received by the college. Documentation received prior to October 1 shall count towards salary schedule placement for that contract year. Credits for salary advancement purpose may only be applied during the contract year subsequent to their completion.

e. Criteria for Approving Professional Activity Credits

(1) The plan should be relevant to presently or potentially assigned responsibility of the faculty member.

(2) The plan must go beyond the normal contractual duties of a full-time academic employee. For purposes of this section, normal contractual duties include:

a. All responsibilities included as workload standards, consistent with Article V.

b. Attending meetings with other District employees, the State Board for Community College Education and the Commission for Vocational Education, demonstrations by manufacturers or distributors, and attendance at local advisory committee meetings.

(3) The plan does not duplicate work for which credit has already been received unless changing concepts or technology have rendered earlier training obsolete.

Section 2. Part-Time Faculty Salary Schedule

The District shall calculate and verify with the Association the actual average Districtwide rate for the 1984-85 fiscal year for Beginning Instructor category and the Certified Instructor category. Such rates so calculated shall be increased three percent (3%) effective Fall Quarter, 1986, and shall become the single rate for the respective category. In the implementation of the provision, no academic employee shall be paid less than the rate which he/she received pursuant to the January 1, 1985, schedule.

Section 3. Extra duty and Summer Pay

a. In order to maintain certain teaching functions, counseling functions and library-media functions, contracts beyond the basic standard (nine-month) contract are necessary. Such contracts based upon the recommendation of appropriate supervisors who determine the length of time necessary to maintain the functions described above. The salary for extended contracts shall be one-half of one percent (.005) of the employee's base annual salary for the preceding year for each assigned day.

b. Payment for teaching functions during Summer Session shall be in accordance with the Part-Time Faculty Salary Schedule.

Where minimum class loads are not met or where classes are taught by independent study or by arrangement, the faculty member shall be paid $11.50 per student credit hour provided that such calculations shall not exceed the amount derived from the Part-Time Faculty Salary Schedule.

c. When duties are being performed in addition to the individual's full-time responsibilities, the following schedule shall apply:

Classification I - 4% of Step Four ($20,900)

Men's Commissioner	$836
Women's Commissioner	836
Asst. Soccer	836
Asst. Basketball (Men)	836
Asst. Basketball (Women)	836
Asst. Volleyball	836
Asst. Baseball	836
Asst. Softball	836

Classification II - 6% of Step Four

Men's Tennis	$1254
Women's Tennis	1254
Softball	1254
Newspaper Advisor	1254
KSVR	1254

Classification III - 8% of Step Four

Volleyball	$1672
Baseball	1672
Music,Vocal	1672
Music, Instrumental	1672
Cross Country	1672

Classification IV - 10% of Step Four

Soccer	$2090
Women's Basketball	2090

Classification V - 12% of Step Four

Men's Basketball	$2508
Theatre/Drama	2508

Section 4. Department Chairman Stipends

Department	Stipend for Dept. Head
OCCUPATIONAL DAY	
Civil Engineering Tech.	$170
Auto Body	170
Natural Resources Technology	170
Business Management Training	170
Welding	745
Industrial Mechanics	745
Office Occupations	745
Nursing	745
Electronics	745
Food Service	745
Diesel	460
Human Services	460
Computer Systems Technology	745

Department	Stipend for Dept. Head
ACADEMIC DAY	
History, Phil., Pol. Sci., Ethnic Studies	170
Psychology, Sociology, Anthropology, Education	460
Business Administration, Economics	170
Speech, Drama & Communications	170
Mathematics	740
Music	460
Art	460
Physical Education	745
Language & Literature	745
Biological Sciences	745
Physical Sciences	745
Computer Science	745
Developmental Education	745
CONTINUING EDUCATION	
Family Life	$460
WHIDBEY BRANCH	
Art	$460
Science	170
Math	170
Office Occupations	460
Social Sciences	460
Technology	460
Health Occupations	460
Humanities (Music, Drama, Philosophy)	170
Communications (English, Lit., Speech)	460
Electronics	170
Family and Early Childhood	170
Business	170
Computer Science	170

Section 5. Retirement

Pursuant to the applicable law and State Board regulations, the mandatory retirement age shall defined as the end of the academic year in which an academic employee attains age seventy (70); provided, that, when officially approved by the Board of Trustees, service beyond the mandatory retirement age may be made for definite periods of time not to exceed one year each.

Section 6. Retirement Programs

a) The Employer shall make available to academic employees such annuity or retirement programs authorized by law, State Board Policy 2.70.01 and WAC 131-16-010 through WAC 131-16-060, as now or hereafter amended.

b) Early Retirement shall be in accordance with Appendix A.

Section 7. Insurance Programs

Pursuant to State Board Policy 2.70.02, eligible academic employees may participate in health and life insurance plans made available and administered by the State Employee's Insurance Board; provided, that, with the approval of the State Employee's Insurance Board, other types of insurance plans, except for liability insurance, may be made available. The amount of monthly college district premium contribution paid on behalf of each participating academic employee shall be that designated by the State Employee's Insurance Board. In order to receive the college district's premium contribution, academic employees must participate in a basic life insurance and accidental death and dismemberment plan. Eligible academic employees may then designate the remaining portion of the college district's contribution to pay premiums on other types of insurance made available by the college district and approved and/or made available by the college district and approved and/or made available by the State Employee's Insurance Board.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. Definitions and Procedure

A grievance is an alleged misinterpretation of or misapplication of or deviation from the terms or provisions of this agreement.

Step One

The grievant and the Association representative, if requested by the grievant, or the Association, may orally present a grievance to the appropriate Dean. If the grievance is not settled or presented orally, the grievant or the Association shall reduce the grievance to writing, dated and signed by the grievant and Association representative, if any, or by the Association. The grievance shall state the factual basis of the grievance, the provision or provisions of the Contract or other practices and policies allegedly violated, and the remedy sought. The grievant, or the Association, shall present the grievance, in writing, to the appropriate Dean within twelve (12) working days after the occurrence of the grievance or within twelve (12) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the event giving rise to the grievance, whichever is later. The Dean, upon receipt of the written grievance, shall sign and date the grievance and shall give a copy of the grievance to both the grievant and the Association. The Dean shall answer the grievance in writing, provided the answer shall include the reasons upon which the decision was based, within seven (7) working days of receiving the grievance and shall concurrently send a copy of the grievance, his decision, and any and all supportive evidence to the grievant and the Association.

Step Two

If no satisfactory settlement is reached at Step One, the grievance may be appealed to the President of the college or his designated representative within seven (7) working days of the decision rendered in Step One. The President or his designated representative shall arrange for a hearing with the grievant and Association representative, and such hearing shall be scheduled within seven (7) working days of the receipt of the appeal. The President or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant and the Association within seven (7) working days from the conclusion of the hearing. The decision rendered at Step Two shall be considered the final position of the Employer.

Step Three

If no satisfactory settlement is reached at Step Two, the Association, within ten (10) working days of the receipt of the Step Two decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. The arbitrator shall hold a hearing within twenty (20) days of his appointment. Seven (7) days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within thirty (30) days from the date final written briefs have been submitted or if waived by both parties, thirty (30) days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by the parties.

Section 2. Time Limits

A working day shall be defined as a day on which the main office of the college is open for business. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified, shall permit the grievance to be appealed to the next level of the grievance procedure. Failure on the part of the grievant to appeal a grievance or render a decision on any step of this procedure shall be considered as acceptance of the decision of the Employer. All time limits within this grievance procedure may be extended by mutual agreement between the parties. Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Agreement.

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. All grievance hearings shall be heard during the daily work day and no academic employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

Section 3. Jurisdiction of the Arbitrator

a. The arbitrator shall decide all substantive and procedural arbitrability issues.

b. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator provided, the arbitrator shall resolve the question of arbitrability prior to hearing the merits of the grievance.

c. The provisions of Article IX of this Agreement shall not be subject to this grievance procedure.

d. The arbitrator shall have no authority to alter, add to or subtract from this Contract.

e. The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension thereof, of this Contract.

f. The arbitrator shall have authority to base his decision or award on the evidence and matters presented to him/her by the parties in the presence of each other, the matters presented in the written briefs of the parties, and all appropriate arbitration rulings, decisions and awards previously decided upon.

Section 4. Appeal of Arbitration

Petition by either party to a court of competent jurisdiction, on any arbitration decision or award shall be limited to the following:

a. The arbitrator exceeded his jurisdiction or authority under this Contract.

b. The arbitrator's decision or award is based on an error of law.

ARTICLE XII - MANAGEMENT RIGHTS

Except for the limitations imposed by the specific provisions set forth in this Contract, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively with the Employer. It is expressly recognized that such rights, powers, authority and functions shall include the full and exclusive control, management and operation of the business and all other affairs of the college district which are not specifically set forth in this Contract. Furthermore, the Employer reserves the right to establish, amend or modify policies and procedures which do not alter this Contract at its discretion.

ARTICLE XIII - SAVINGS CLAUSE

Section 1. Contract Impairment

This Agreement shall be subject to all present and future state laws and/or directives of the Legislature or the Governor of the state of Washington. In the event of conflict between the results of the above action and the requirements of this Agreement, the former shall prevail.

Section 2. Savings Clause

Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIV - SCOPE OF AGREEMENT

Section 1. Scope of Agreement

This agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties.

Section 2. Entire Agreement

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3. Zipper Clause

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in this Agreement, the Employer and the Association agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 4. Legislative Funding

Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the state of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

ARTICLE XV - UNINTERRUPTED EDUCATIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout.

ARTICLE XVI - EMPLOYEE RELATIONS

Section 1. SVCEA/Employer Committee.

Both parties agree that its representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

Section 2. Procedure

Unit members, after attempting to reach resolution with the appropriate administrator, may submit to this committee any concerns centering on violations of policy, rules, practices or any matter of professional concern.

Said items shall be submitted in writing for consideration by the committee. The committee will attempt to resolve said concern to the satisfaction of all parties.

If resolution is not achieved, the matter may be forwarded to the President who will make the final and binding decision. The decision and reasons therefore will be conveyed to the SVCEA/Management Committee and any directly interested parties.

ARTICLE XVII - DURATION

This Agreement shall remain in full force and effect upon its execution to and including June 30, 1989. Article X may be reopened at the request of either party on or after May 1, 1987, and May 1, 1988. Negotiations for a subsequent agreement may begin on or after May 1, 1989.

SIGNED this 14th day of October, 1986, at Mount Vernon, Washington.

For the Association	For the Employer
Richard E. Duvall	James E. Anderson
NAME	NAME
President, SVCEA	Chairman, Board of Trustees
TITLE	TITLE

APPENDIX A

FACULTY EARLY RETIREMENT PROGRAM

I. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of tenured academic employees at a time earlier than the employee may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the academic employee.

A. Definitions. For purposes of this Appendix, the following terms shall have the following meaning:

1. "College" shall mean Skagit Valley College.

2. "Employee" shall mean an academic employee of the College who holds a faculty appointment as defined in RCW 28B.50.821(2)(a) and has been granted tenure by act of the Board of Trustees or by virtue of RCW 28B.50.868.

3. "Full-time assignment" shall mean the workload for a tenured academic employee established by any negotiated agreement entered into pursuant to RCW 28B.52 or by any policy or regulation lawfully adopted by the Board of Trustees.

4. "Board of Trustees" shall mean the lawfully appointed governing body of Washington State Community College District No. IV.

5. Retirement System" shall mean the retirement system in which an employee participates, including:

    a. "WSTRS," the Washington State Teachers' Retirement System established by RCW 41.32.

    b. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.

    c. "PERS," the Public Employees Retirement System established by RCW 41.40, which includes two plans:

        (1) "PERS I," including those public employees employed on or before September 30, 1977, and

        (2) "PERS II," including those public employees employed on or after October 1, 1977.

6. "Annual Salary Placement" shall mean the salary placement of an employee during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.

7. "Fiscal Year" shall mean a period of July 1 to June 30 of the following calendar year.

8. "Academic Year" shall mean the period from September to June of the following calendar year, including fall, winter, and spring quarters.

9. "Effective Date of Retirement" shall mean the first (1st) day of the month following an employee's last contracted day of work as a tenured faculty member.

B. Eligibility. Tenured academic employees are eligible to apply for one of the three retirement options established by this Appendix:

1. Employees who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.

2. Within twenty (20) days of receipt of an employee's application for one of the options provided herein, the College President, or his/her designee, shall inform the employee as to whether the employee's choice of one of the options is of bona fide benefit to the College.

3. Employee applications for one of the options provided herein shall be reviewed on a case-by-case basis. An employee may apply for only one option at a time. Should an option not be approved, the employee may request that an alternative option be considered.

4. Where any employee application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the employee and the College President, or his/her designee.

C. Retirement Options. These options are exclusive and only one option shall be granted to an employee. Provided, however, variations from these options may be made upon mutual agreement between the individual academic employee and the District.

1. Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation from service at a time earlier than that required by law. Where an employee's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the employee's retirement or a later day mutually agreed upon by the College and the employee. Such payment shall be made according to the following schedule:

Effective Date of Retirement	Total Payment	Maximum Payment Per Year
Before 64	1 and 1/2 times Annual Salary Placement (ASP)	1/2 times ASP
Age 64	1 times ASP	1/2 times ASP
Age 65 and beyond	1/2 times ASP	1/2 times ASP

a. Payments may be spread over the period of years between the effective date of retirement and age 70.

b. Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.

c. Payments under this option shall have no effect on the calculation of retirement benefits.

2. Phased Retirement Option provides for part-time employment following an employee's retirement from his/her full-time appointment. Where an employee's application for this option is approved, he/she shall enter into an agreement with the College in which the employee makes an intentional, intelligent, and voluntary waiver of any and all tenure rights and the College agrees to employ the employee on a part-time basis in the future. The payment for part-time employment covered under the agreement will be prorata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the employee, subject to limitations set out below:

a. Employees who are participants in TIAA-CREF who wish to recieve supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.

b. Employees who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at at level of eighty percent (80%) or more of a full-time assignment is for a a period of less than ninety (90) days during a fiscal year.

c. Employees who are participants in WSTRS may work no more than seventy-five (75) days per academic year; provided that an employee who is a participant in WSTRS may work more than seventy-five (75) days per academic year if the employee makes an intelligent, voluntary, and intentional request to do so with full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over seventy-five (75) in an academic year; and provided further that employees who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978, may not participate in this option due to RCW 41.32.800.

d. Employees who are participants in PERS I may work no more than eighty-nine (89) hours per month and no more than six (6) months per fiscal year. Employees who participate in PERS II may not participate in this option due to RCW 41.40.690.

e. Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured employees, and tenured employees shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time employees, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the employee for the unneeded services and the agreement between the employee and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.

f. It is anticipated that the limitations on part-time employment set out above, if complied with, will protect employees from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in section I.C.(2)(b) and (c) above. The College agrees to notify in writing each employee who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.

3. Accelerated Work Option provides for an increase in the assignment of an employee during the last year(s) of employment with the College, in return for the planned and anticipated early retirement and relinquishment of tenure rights by the employee. Where an employee's application for this option is granted, the employee and the College will agree to an assignment over and above a full-time assignment for one or two years, in exchange for the employee's agreement to retire and relinquish his/her tenure rights at the end of that period.

   a. All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.

   b. The payment for the overtime assignment covered under the agreement will be prorata of Step One (1) of the salary schedule.

   c. Overtime assignment under this option will normally not exceed the equivalent of one-half (1/2) load per academic year.

4. General Provisions applicable to all three options outlined above include the following:

   a. An employee working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided by the negotiated agreement.

   b. The decision by the College to grant or deny an early retirement option shall not be subject to the grievance procedure contained in any negotiated agreement entered into pursuant to RCW 28.52 or any subsequent legislation. Implementation of individual agreements shall be subject to the grievance procedure.

c. Approval of an employee's application is at the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.

d. Each and every written agreement entered into by an employee and the College, as required by section I.B.(4) above, shall by its terms incorporate by reference all terms of this program as set out herein.

AGREEMENT
BY AND BETWEEN THE
BOARD OF TRUSTEES OF WASHINGTON COMMUNITY COLLEGE
DISTRICT V
AND THE
EVERETT COMMUNITY COLLEGE
FEDERATION OF TEACHERS, LOCAL 1873
AFT, AFL/CIO

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ARTICLE I: FEDERATION RECOGNITION

A. The Board of Trustees of Washington State Community College District Five, hereinafter referred to as the "Employer," recognizes the Everett Community College Federation of Teachers, Local 1873, AFT, AFL/CIO, hereinafter referred to as the "Federation," as the exclusive bargaining agent for all Community College District Five academic employees in the following categories and as further defined in RCW 28B.52: 1. Instruction, 2. Coun- seling, 3. Library/Media Specialists. Excluded are all other employees.

B. Any group of employees excluded from the bargaining unit may be added to the bargaining unit in accordance with statute and the rules and regulations promulgated by the Washington Public Employees Relations Commission. Matters regarding unit clarification shall be also handled by the Public Employment Relations Commission.

ARTICLE II: FEDERATION RIGHTS

A. The Employer shall, upon written authorization of the academic employee involved, provide payroll deduction of Federation membership dues for full-time and part-time academic employees. Such deductions shall be remitted to the authorized Federation representative. The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

B. The Federation and its representatives shall have the right to schedule the use of District buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the District. Suitable office space on each campus shall be provided for the Federation.

C. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on District property during working hours provided there is no disruption to instructional programs.

D. The Federation shall have the right to reasonable use of District owned or rented office equipment when such equipment is not otherwise in use. The Federation agrees to pay $100 per year which shall be deemed all such costs. The Federation also agrees to pay for the actual costs of all materials, supplies, and charges incidental to such use.

E. The Federation shall have the right to post official notices of its activities and matters of Federation concern on Federation bulletin boards located as agreed upon by the Contract Administration Committee.

F. The Federation may use the District internal communication service and faculty boxes for communications to faculty members, including mass distributions. The Federation shall be entitled to distribute mail through the outgoing mail service if it provides its own postage.

G. The Federation shall be furnished three (3) copies of minutes, agendas, and related study materials at the same time and in the same form as those furnished the public and the Board of Trustees. Nothing in this Section shall be construed to diminish the District President's right to privileged correspondence with the Board of Trustees.

To assist the Federation in carrying out its role as the bargaining agent for academic employees, the Employer upon request shall furnish to the Federation information in the same form available to the general public. Such information shall include names and available addresses and telephone numbers of academic employees.

H. A Federation representative shall have the opportunity to attend all open Board meetings. The Federation shall be allowed to enter any items on any agenda consistent with the procedures of the Board of Trustees and shall be allowed to speak on any question on any agenda.

I. The Federation shall have the right to send two (2) representatives to legislative committee hearings, SBCCE meetings, or Federation regional or statewide meetings/conferences providing that arrangements or assignment coverage is approved by the appropriate dean or his/her designee. Travel and related expenses shall be borne by the Federation.

J. The Employer agrees to provide copies of this Agreement in a mutually agreeable format at its expense to all members of the unit now or hereinafter employed. Cost for additional copies of the agreement shall be borne by the Federation.

K. The Employer hereby agrees that every academic employee shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Federation, his/her participation in any lawful activities of the Federation or collective negotiations with the Employer or any grievance, complaint, or proceeding under this Agreement. Nothing in this Section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

L. Effective fall quarter, 1982, the Employer agrees to provide the Federation President without loss of compensation released time equivalent to one-third reduced load to be utilized each quarter. The Federation President shall be responsible for assisting in the following:

1. Improving communications between academic employees and the Employer.
2. Participation with the academic employees and the Employer in seeing that the Agreement is implemented.
3. Working with the academic employees and the Employer toward solving problems which may arise in the administration of the provisions of this Agreement.

M. Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administrative personnel on matters relating to grievances that have been filed or when attending scheduled negotiations meetings or committees authorized by this Agreement.

N. Prior to the commencing of classes of each academic year and at the regularly scheduled annual meeting of all academic employees, the President of the Federation or his/her designee shall have the opportunity to address academic employees.

O. The Federation agrees that none of the rights and privileges resulting from this Article shall be used directly or indirectly for political activities prohibited by statute.

P. The Employer shall make a reasonable attempt to keep every Wednesday afternoon from 2:00 to 5:45 p.m. free for Federation members of the Salary Committee, the Contract Administration Committee, and the Federation Executive Council to conduct contract-related business.

Q. Contract Administration Committee.

Representatives of the Federation and the District will meet on a mutually agreed upon date, place, and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party. These meetings shall take place at the District level. Provided, however, neither party shall have more than four (4) representatives.

ARTICLE III: EMPLOYEE RELATIONS

A. Screening and Selection.

1. Full-time faculty vacancies shall be filled in accordance with the District Affirmative Action Program. Such program shall require that appropriate academic employees be involved in recommending qualification and in selection of applicants.

2. Disposition of application: All applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

3. One member of the District Affirmative Action Committee shall be an academic employee appointed by the Federation.

B. Individual Contracts. All full-time academic employees shall be issued an individu- al contract. Such individual contracts shall state:

1. The incorporation of this Agreement, by reference;

2. The step placement or part-time rate as appropriate;

3. The contact hour work load or full-time assignment as appropriate;

4. The total annual or quarterly salary as appropriate;

5. The beginning and ending dates of the assignment period;

6. The total number of days or hours, as appropriate, of the assignment period;

7. The type of appointment held by the employee (e.g., temporary, probationary, tenured, or part-time);

8. The accumulated sick leave, if applicable;

9. The number of credits or professional improvement credits earned toward the next step placement, if applicable;

10. The choice as to the number of equal payments made to the employee.

The Employer shall provide such contracts to each full-time academic employee on May 15 prior to the ensuing academic year of assignment.

Each individual employee who intends to return or commence employment in his/her respective tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than ten (10) working days after its receipt. Failure to return a contract on a timely basis shall mean such individual academic employee does not intend to return and no longer desires to be employed by the District.

The Employer shall develop the appropriate form(s) for each part-time academic employee indicating employment information. Part-time academic employees shall receive notification of intent to employ no later than two weeks after the first class day. In the event that an assignment for a part-time academic employee is cancelled, such rate for all his/her work shall be paid according to the appropriate rate for all class sessions prior to cancellation.

C. Paychecks

1. Paychecks for full-time academic employees shall be available on the 10th and 25th of each month. Full-time academic employees whose assignments begin in September shall receive their first paycheck on September 25. Those employees whose assignments begin in Summer Quarter will receive their first paycheck on July 10.

2. Paychecks for part-time academic employees shall be available on the last working day of each month except Summer Quarter.

3. Paychecks for all academic employees teaching in Summer Quarter (not as part of annual load) shall be available on July 15 and the last day of Summer Quarter.

4. Academic employees given extended contract days for specific purposes will be paid for these days on the next regularly scheduled payroll whenever possible. However, in no case shall the period between the last day worked and the receipt of the paycheck exceed one (1) month.

5. When errors are made resulting in underpayments to full-time or part-time academic employees, the Employer shall advance to the employee the amount of the underpayment within five (5) working days of notification to the District Business Office.

6. It is understood that pay dates in this section are subject to modification by Office of Financial Management. The college will adhere to OFM modifications as required.

7. In accordance with SB 3189 the Employer shall provide payroll deductions for political action committees.

D. Personnel Files.

1. The Employer shall retain only one personnel file for each academic employee in the campus President's office or in the office of his/her designee. Except as otherwise provided in this section, copies of material in the personnel files shall be confidential. The Employer may maintain payroll and salary committee records at some other location.

2. An academic employee shall have the right to answer in writing any complaints in his/her personnel files and attach such answer(s) to the complaint(s). He/she shall also have the right to attach any other relevant supporting statement(s) or affidavit(s) and shall have the right to add other material about his/her performance.

3. The academic employee will be informed prior to the inclusion of any material in his/her personnel file, with the exception of original employment documents and routine personnel/payroll documents. Material which may adversely affect any academic employee may be placed in his/her personnel file only after he/she has been given reasonable opportunity to read the material, append to it answers to any charges, complaints, or statements involved, and to sign and date the material. His/her signature shall not necessarily imply agreement with the statements contained in the material.

4. No anonymous materials shall be placed in any personnel files.

5. Each academic employee shall have the right to review the entire contents of his/her personnel file. A Federation representative or the academic employee's attorney may accompany such employee upon his/her request to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved or the academic employee's designee. Photocopying charges shall be borne by the requesting academic employee. Use of an individual personnel file for administrative purposes shall be noted and inserted into the file.

E. Academic Employee Responsibilities.

1. Instructors, as directed by the appropriate administrator,

   a. Provide individual and group instruction for students;

   b. Assist in planning, developing, and improving curricular offerings;

   c. Maintain regular office hours for student consultation;

   d. Assist in the process of guiding and advising students in their courses and programs;

   e. Maintain records and complete forms as required;

   f. Meet regularly with instructional staff;

   g. Submit an inventory of supplies and equipment as required;

   h. Assist students in obtaining services from counselors, librarians and other personnel;

   i. Order necessary textbooks, equipment, and materials for courses assigned;

   j. Teach courses in accordance with course syllabi, the college catalog, and the schedule of classes;

   k. Serve on appropriate committees;

    l. Cooperate regarding professional evaluation by the appropriate Administrator;

    m. Perform other professional duties as requested or assigned.

2. Counselors, as directed by the appropriate Administrator,

    a. Assist in personal, vocational, and educational decision-making of counselees;

    b. Provide individual or group counseling or learning in such areas as decision-making, goal setting, problem solving, values clarification, interpersonal relations, human potential, assertiveness, communication skills, career exploration, career planning, study skills, classroom problems, and academic survival skills;

    c. Administer and interpret individual and group tests;

    d. Accept counselees referred by the college community, refer counselees to other sources of help, and follow up on such referrals;

    e. Serve as resource consultants in their areas of expertise;

    f. Advise students where special considerations arise relative to admissions, registrations, transfer, and withdrawal;

    g. Interface the counseling function with the rest of the college community;

    h. Offer credit or non-credit courses as part of his/her workload;

    i. Evaluate students' records and experiences;

    j. Assist with in-service training of faculty concerning counseling/testing service;

    k. Maintain records and complete forms as required;

    l. Serve on appropriate committees;

    m. Cooperate regarding professional evaluation by the appropriate Administrator;

    n. Perform other professional duties as requested or assigned.

3. Librarians/Media Specialists, as directed by the appropriate Administrator,

    a. Provide learning resource services to the college community in a variety of print and non-print forms;

    b. Perform bibliographic and informational searches;

    c. Provide reference services;

d. Select, catalog, and process print and nonprint materials;

e. Prepare resource materials at the request of instructional and student programs;

f. Maintain records and inventories of collections, materials, and equipment;

g. Circulate materials and equipment;

h. Provide orientation in the use of Library/Media Center equipment and materials;

i. Advise the college community of new materials, equipment, and technologies as they become available;

j. Serve on appropriate committees and complete forms as required;

k. Assist in process of guiding students interested in Library/Media careers;

l. Cooperate regarding professional evaluation by the appropriate Administrator;

m. Perform other professional duties as requested or assigned.

F. Organization.

1. At the beginning of each academic year, the District President or his/her designee shall assign each academic employee to a division, or the library or student services as appropriate.

2. Academic employees shall have the opportunity to develop curriculum, scheduling, staff, and budget recommendations, and to forward them to the appropriate administrator.

G. Academic Committee.

The Employer recognizes the requisite expertise and abilities of the faculty to provide valuable input regarding decisions related to educational matters. It is agreed that a procedure is desirable for dealing with specific problems or concerns that may from time to time arise and which require appropriate input of the considered professional judgment of the faculty. To this end there is hereby established an Academic Committee which shall function in the following manner:

Such committee shall consist of no more than one academic employee from each division plus two representatives of the Federation. All academic employees will be appointed by the Federation for a term of at least one (1) year. The committee shall meet monthly at an agreed upon date, time, and place with the appropriate administrative staff. More frequent meetings may be held by mutual agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Minutes shall be kept of all meetings and distributed to all participants and the Board of Trustees. Such minutes shall be distributed on a timely basis. It is agreed by the parties that the Academic Committee shall not be involved in any matters regarding the administration of this Agreement.

H. Grievance Procedure.

Purpose and Objectives of the Procedures. It is the declared objective of the Board and the Federation to encourage the prompt resolution of all complaints, misunderstandings, or other difficulties. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for this resolution.

1. A grievance is hereby defined as a complaint or claim against the Employer by an academic employee, a group of academic employees, or the Federation, arising out of the interpretation or application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

Step One: The grievant and the Federation representative shall concurrently present the grievance to the appropriate Dean and appropriate Division Director. Such grievance shall be reduced to writing, dated, and signed by the grievant and the Federation representative and shall state the specific factual basis of the grievance and the remedy sought. The appropriate Dean shall note receipt of the same by countersigning and dating the original grievance. The appropriate Dean shall answer the grievance in writing within eight (8) working days thereafter and shall concurrently send a copy of the answer to the grievant and the Federation representative.

Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the District President or his/her designated representative, provided it is filed with the District President or his/her designated representative not more than eight (8) working days after it is answered in Step One. Representative(s) of the Federation will be present at any meeting called to consider the grievance at this step. The grievant and his/her attorney may also be present. The District President or his/her designated representative shall send his/her written answer to the Federation within eight (8) working days of the Step Two submission or the Step Two meeting. When appropriate, the Federation may initiate a grievance at Step Two.

Step Three: If no settlement is reached at Step Two, the Federation may, at its sole discretion within fifteen (15) working days after the date of the Step Two answer, file written notice to the Employer that the grievance will be arbitrated provided that the grievance presents an arbitrable matter as herein defined. The demand to the American Arbitration Association for arbitration shall be submitted no later than thirty (30) working days after the Step Two response.

2. Any grievant(s) or the Federation may present a grievance within forty-five (45) working days after the occurrence of the event giving rise to the alleged violation or within forty-five (45) working days from the time the grievant or the Federation has become aware of the alleged violation, whichever is later. In the event an academic employee is on leave, the forty-five (45) day period shall begin upon return to regular employment.

   If either party fails to comply with the above established time limits, the grievance shall automatically proceed to the next level unless the matter has been satisfactorily resolved or the parties have mutually agreed in writing to extend such time limits. For purposes of this Article the term "working days" shall mean any academic employee's contracted day.

3. Matters subject to arbitration shall be referred to the American Arbitration Association through a joint request for a list from which an arbitrator will be selected using a striking process. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Hearings and other procedural matters shall be in accordance with voluntary rules of the American Arbitration Association.

4. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Federation. The decision of the arbitrator shall be final and binding upon the Employer, the Federation, and the academic employee(s) affected, consistent with the terms of this Agreement.

5. Additional Grievance Stipulations.

   a. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If a grievance hearing, at any step, or an arbitration hearing is held during working time, the grievant(s) and the Federation representatives shall be released with pay.

   b. Whenever written grievances, answers, or appeals are required to be served upon the District President or the Federation, certified mail to the District President at the District Office address, or to the Federation at its headquarters, shall meet all service requirements hereof, except that personal service duly receipted shall also be adequate service.

   c. Any grievance pending arbitration shall in no way be prejudiced by the termination of employment of the grievant(s), and the Board or any of its agents agrees not to use the fact that a former academic employee is no longer an employee in a grievance proceeding.

d. No grievance material shall be placed in the personnel file of academic employees exercising their rights under the grievance procedure. Neither shall such material be used in the evaluation reports, the promotional process, or any recommendation for job placement.

e. When two (2) or more grievances involving the same alleged violation have been submitted, the Employer and the Federation may agree that said grievances be consolidated and that they be heard at Step Two or Step Three.

6. Jurisdiction of the arbitrator is limited to:

a. Adjudication of the issue which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and

b. Interpretation of the specific terms of the Agreement which are applicable to the particular issue presented to the arbitrator; and

c. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement, or which is in conflict with the provisions of this Agreement; and

d. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

e. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in any written briefs of the parties; and

f. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written or oral briefs by the parties unless waived by the parties.

7. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator.

8. No arbitrator shall have the authority to remand an issue back to the parties for negotiation.

I. Tenure.

The Federation agrees that the authority to grant or deny tenure is vested with the Employer subject to Appendix A of this Agreement. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the renewal or non-renewal of individual contracts of probationary academic employees shall not be subject to the grievance procedure of this Agreement.

J. Dismissal.

Termination shall be handled in a manner consistent with Appendix B. It is further agreed that such matters are not subject to the grievance procedure of this Agreement.

K. Reduction-in-Force.

Reduction-in-force shall be handled in accordance with Appendix B. The Employer reserves the right to adopt policies and procedures regarding such matters which are consistent with Appendix B and applicable statutes.

In the event of a reduction-in-force of full-time academic employees, the following shall apply:

Recall Lists shall be created and maintained for each affected lay-off unit within District Five. The names of those academic employees laid off shall be placed on the appropriate Recall List according to seniority. Recall in each lay-off unit shall be in order of reverse seniority; those qualified academic employees at the highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual lay-off. No new hires shall be permitted to fill academic employee vacancies in the lay-off unit unless there are no qualified academic employees on the Recall Lists to fill the vacancies. The name of any academic employee refusing a recall offer shall be removed from the Recall List, and said academic employee will no longer be considered eligible for recall. It is the responsibility of those academic employees desiring recall to furnish the District with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, academic employees shall retain all benefits such as sick leave, tenure, and salary schedule placement which had accrued up to the date of lay-off. Notice of recall shall be sent by certified mail.

L. Nondiscrimination.

The Employer shall take no discriminatory action relative to but not limited to hiring, work assignments, promotions, training opportunities, leaves, or the awarding of tenure against any academic employee or any applicant for any faculty appointment on the basis of race, religion, color, national origin, citizenship, ancestry, age, sex, sexual orientation, organizational affiliation, marital status, life style, or handicap status.

M. Seniority

1. Seniority shall be determined by establishing the date of the signing of the first full-time contract for continuous full-time professional services for Community College District Five and continuous professional services for the Everett School District prior to July 1967. Continuous service shall include leaves of absence, professional leaves, and periods of lay-offs. The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where faculty members have the same beginning date of full-time professional service, seniority shall be determined in the following order:

a. First date of the signature of an employment contract.
b. First date of signature of letter of intent.
c. First date of application for employment.

2. When an employee leaves the bargaining unit to permanently accept a position with the District for which the Federation is not the bargaining agency, seniority shall cease to accrue. If such employee later returns to the bargaining unit, seniority shall again accrue and all previous seniority shall be reinstated.

ARTICLE IV: WORKING CONDITIONS

A. Academic Freedom.

1. The purpose of Academic Freedom.

A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens to make choices in their own lives, and to attempt solutions for problems of the future than uninformed, uncritical followers. The purpose of Academic Freedom is to insure this intellectual development of students.

2. Implementation of Academic Freedom.

Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated Agreements with the Employer, academic employees are guaranteed the following freedoms:

a. Academic employees are free to exercise all their constitutional rights without institutional censorship, discipline or other interference.

b. As scholars and specialists, academic employees are free to conduct research and to publish its results.

c. As professionals in their respective disciplines, academic employees are free to select the content and methods through which to discharge their responsibilities as instructors, counselors, and librarians/media specialists. They are free to select textbooks, resource persons, and other materials required to carry out their assigned responsibilities, consistent with reasonable financial restrictions determined by the Employer.

d. As student advisors, counselors, and confidants, academic employees may not be required to release information about counselees other than those grades and official records required by the appropriate college record-keeping office or when otherwise required by law.

e. This enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees.

B. Facilities and Support Services.

1. Consistent with fiscal and budgetary limitations,

a. The Employer shall provide each full-time academic employee with adequate and secure office space, furniture, and files. The Employer shall provide maintenance of these office facilities.

b. The Employer shall provide building and classroom maintenance to insure faculty members, students, and guests a safe and healthy environment.

c. The Employer shall furnish all equipment and supplies necessary to teach each class and shall provide or assure the provision of staff service support throughout the entire span of time the college is open for classes.

2. The Employer shall provide each academic employee with designated on-campus parking at the same rate charged to students. Only staff members may park in designated staff parking. The Employer will enforce campus parking regulations.

3. The Employer shall provide part-time academic employees appropriate consultation and work space in a manner mutually agreed to by the Contract Administration Committee.

4. Each academic employee shall be able to use his/her office space at any time of the day or week. Upon request, the Employer shall provide each academic employee with keys to facilities necessary for conducting and fulfilling his/her professional duties.

5. The academic employees of District V shall have faculty lounges to be provided at the expense of District V. There shall be one such lounge conveniently located near food service.

C. Safety and Sanitation.

1. The Union and Employer will cooperate in the endeavor to maintain safe and healthful working conditions, and encourage employees to work in a safe manner. The Federation and Employer agree that no employee should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by the Division of Safety, Department of Labor and Industries, State of Washington.

2. Any employee who is given a work assignment which they have reason to believe may be detrimental to the employee's safety or health shall immediately notify the immediate supervisor, Federation and campus safety officer. The employee shall not be required to perform the unsafe assignment or work in the unhealthful condition until the matter has been reviewed by the above parties.

3. The Employer shall provide security for academic employees required to handle financial transactions outside of normal business hours.

4. The parties agree that the issue of smoking is of a mutual concern. Individuals who are affected by tobacco smoke will be protected from contact with such smoke. Reasonable protection from smoke will be provided by the Employer for individuals desiring such protection.

5. Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and procedures as they shall be from time to time promulgated.

6. The Employer agrees to pay the difference in price between regular and safety lenses up to a maximum of $50 per year for each full-time academic employee in automotive, aviation, construction and precision woodworking, quality control, and welding.

7. The Employer shall provide three (3) sets of welding leathers owned by the college for use by full-time academic employees.

D. Materials and Ownership.

1. The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his/her name.

2. The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

3. In those instances where materials, processes, or inventions are produced by an academic employee with College support, by way of use of significant personnel, time, facilities or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

E. Administrative Code.

All full-time academic employees shall be supplied a copy of the District Five Administrative Code. All District Five policies, procedures, and regulations not covered in this Agreement shall be included in the Administrative Code within a reasonable time after adoption or modification by the Board of Trustees. Copies of the code shall be made available to part-time academic employees upon his/her written request.

F. Transportation.

Academic employees who are required by the Employer to use personal vehicles for transportation to and from a facility that is being used for institution or related academic activities shall be compensated at the applicable rate established by the Office of Financial Management.

ARTICLE V: EMPLOYEE BENEFITS

A. Insurance.

1. Regular Coverage.

a. The Employer shall pay the maximum amount authorized and funded by the legislature toward the premium cost of State Employees Insurance Board-approved medical and dental plans for each eligible academic employee and his/her family. The Employer shall also pay the full cost of such basic life insurance benefits and long term disability benefits as shall be prescribed by the State Employees Insurance Board. The Employer agrees to continue the practice of voluntary payroll deductions for employees who elect this means of paying premiums for optional state-sponsored insurance benefits consistent with State Employees Insurance Board rules.

b. Part-time academic employees who are assigned fifty percent (50%) or more of the normal work load are eligible for full Employer contributions and deductions as outlined above beginning with the second consecutive quarter of such employment. Part-time academic employees assigned less than fifty percent (50%) of the normal work load may participate at their own expense in the Employer's insurance and health programs pursuant to rules and regulations of the State Employees Insurance Board. Payments for self-pay must be made directly to SEIB.

c. The Employer shall continue to provide unemployment compensation coverage and Washington State Industrial Accident Insurance for every full- and part-time academic employee as required by statute.

1. For purposes of reporting hours to State Employment Services for full-time academic employees, the Employer shall report the number of weeks worked times 40.

2. For purposes of reporting hours to State Employment Services for part-time academic employees, the Employer shall report the number of weeks worked times the percentage of full-time load times 30.

d. Liability coverage shall be provided in accordance with applicable state rules and regulations.

e. The Employer shall inform each academic employee of all insurance options and important dates related thereto at the time of hiring, upon any substantial modifications which are announced by appropriate regulatory agencies, and at any time upon request of the employee.

2. Leave Coverage.

   a. The Employer shall continue all insurance programs during the period when an academic employee is on leave with pay.

   b. The academic employee shall have the option of continuing life and health insurance benefits at his/her expense while on unpaid leave to the extent provided by law.

   c. The Employer will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms.

   d. In the event of the employee's disablement or death, the Employer shall meet promptly with the employee or his/her beneficiaries to review the employee's insurance program and benefits and options.

B. Retirement.

1. All academic employees must retire at the completion of the college year in which they reach age seventy (70). A person seventy (70) years of age or older who wishes to continue employment as an academic employee may do so on a temporary appointment basis, if, in the judgment of the Employer, that person's services are essential for the continuance of a program. For the purpose of this section only, the college year shall begin on September first and end on the thirty-first day of August next following.

2. Retirement Plans.

   The Employer agrees to make contributions to retirement plans for eligible academic employees consistent with applicable state laws and regulations. Information on such plans shall be provided to individual academic employees on request.

3. Consistent with applicable State rules and regulations, the Employer shall make payroll deductions for those employees who elect to participate in privately selected retirement and annuity programs, including programs involving tax shelter provisions.

4. The Employer shall provide information on all retirement programs to employees at the time of hiring and of any substantial modifications announced by appropriate regulatory agencies.

5. Tenured academic employees are eligible to apply for early retirement in accordance with Appendix E.

C. Leaves.

1. Eligibility.

   a. Full-time academic employees employed on an annual contract shall be eligible for all leaves listed in this Article. Academic employees employed either full-time or part-time, but without an annual contract, shall be eligible for certain leaves as described below.

b. Accumulated eligibility for leaves shall be transferable from other educational institutions to the extent provided by law.

c. All leaves described herein require approval from the appropriate Division Director and the appropriate Dean.

2. Types of Leaves.

a. Accident Leave.

The Employer agrees to maintain maximum allowable coverage of on-duty accidents under Workmen's Compensation Legislation for both full-time and part-time academic employees.

b. Sick Leave: Illness, Injury, Bereavement, and Emergency.

(1) Accrual.

(a) Effective February 16, 1982 a full-time academic employee shall be credited with twelve (12) days leave on the first day of the initial contract. Thereafter, commencing with the second year of employment, regardless of the total of the accumulated leave, the employee shall be credited with one (1) day of leave per month worked for sickness, injury, bereavement, and emergency.

(b) A part-time employee shall be credited with ten percent (10%) of the quarterly contracted hours for leave on the first day of the quarter cumulative to a maximum of sixty (60) hours.

(2) Illness/Injury.

(a) Leave shall be available in cases of illness or injury to the academic employee or the academic employee's immediate family or household.

(b) In accordance with directives of the State Human Rights Commission and applicable law, leave required by an employee due to disability related to pregnancy shall be covered as any other illness under sick leave provisions.

(c) Sick leave may be utilized to provide the difference between normal salary and Workmen's Compensation benefits.

(d) Sick leave shall be reported by the academic employee to the Division Director or in the absence of the Division Director to the appropriate Dean at the beginning of the absence, and daily thereafter unless other arrangements are made. Academic employees will be informed of the 24-hour phone available for such reporting purposes.

(3) Attendance Incentive.

(a) In January of the year following any year in which a minimum of sixty (60) compensable days of illness, injury, bereavement, and emergency leave is accrued, and each January thereafter, any eligible employee may receive remuneration for unused compensable leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued compensable leave in excess of sixty (60) days. Illness, injury, bereavement, and emergency leave for which compensation has been received shall be deducted from accrued illness, injury, bereavement, and emergency leave at the rate of four days for every one day's pay.

(b) At the time of separation from State service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days of compensable accrued illness, injury, bereavement, and emergency leave. The provisions of this subsection are contingent on the continuation of the enabling legislation.

(4) Bereavement Leave.

(a) Leave shall be available in the case of death in the academic employee's immediate family or household.

(b) An academic employee shall be granted five (5) days paid leave on each such occasion. In the event of out-of-state travel, an additional five (5) days may be granted by the appropriate Dean.

(5) Leave with pay for other emergencies may be granted with the approval of the appropriate administrator.

(6) All leaves covered in Section V. C. 2. b. shall first be deductible from accumulated compensable days.

c. Civil Duties Leave.

Full-time academic employees shall be granted paid leave to serve as a witness at trials or as a juror, provided they are not plaintiff, defendant, or subject of the investigation. In such a case, any net compensation received shall be deducted from the academic employee's salary so that there is neither financial gain nor loss to the academic employee.

d. Military Training Leave.

A full-time academic employee shall be entitled to a maximum of fifteen (15) calendar days of annual leave for active duty in the National Guard, Air National Guard, or military reserve forces of the United States.

e. Personal Leave.

This leave is intended to be used for reasons of a personal nature; however, such leave shall not be used for holiday or recreation purposes or for gainful employment or self-employment. Full-time faculty under annual contract shall receive one (1) non-accumulative personal leave day per instructional year commencing the first day of his/her contract. Reasonable attempts to arrange class coverage shall be expected.

f. Educational Leave.

(1) The Employer encourages attendance by academic employees at state, regional, and national meetings of their professional organizations or at meetings involving their academic or occupational specialities.

(2) Expense-paid leaves may be granted academic employees to enable them to visit other colleges to observe methods and techniques in instruction, counseling, or library/media service if such leaves are clearly designed to improve service to District Five students.

(3) Such leaves require the prior approval of the or the District President.

g. Professional Leave.

(1) Conditions and terms.

(a) The number of professional leaves shall not exceed four percent (4%) of the total number of full-time equivalent academic employees. Leaves will be no more than three (3) academic quarters and no less than one (1) academic quarter.

(b) An academic employee awarded professional leave will normally not be employed in the District during the period of leave. Employment in the District must be approved by the appropriate dean.

(c) Recipients of professional leave must agree in writing to return to District employment upon completion of the leave for a period of time equal to the length of the leave granted. If the recipient does not return to District employment at the agreed upon time, the recipient will refund all pay received during the leave period.

(d) Recipients of professional leave may request additional leave without pay beyond the professional leave period. Approval for such leave must be obtained from the appropriate dean. The College President will stipulate the terms upon which additional leave may be granted. Upon mutual agreement, professional leave recipients whose time deadlines in 1 h. (2) (a) below have passed may request and receive additional leave without pay beyond the professional leave period.

(e) Recipients of professional leave will submit a written report and/or evaluation concerning their leave activities to the Board of Trustees and the Professional Leave Committee.

(f) An academic employee on professional leave earns full credit toward available medical and retirement benefits, annual increments, and accrual of seniority.

(1) There shall be two types of professional leave:

(a) Retraining. The purpose of retraining leave is to provide opportunities for a tenured academic employee to prepare for assignment in a discipline or department different from his/her current discipline or department, or to provide opportunities for a tenured academic employee to upgrade his/her skills in order to meet changing program needs. Requests for retraining leaves shall have priority over requests for sabbatical leaves below.

(b) Sabbatical leave. The purpose of a sabbatical leave is to enhance the professional development of tenured academic employees of District V. This purpose will be met by study, travel, writing, work on advanced degrees, return to industry, or any other activity which would contribute to professional improvement of the academic employee. Sabbatical leaves are available to full-time tenured academic employees on the basis of seniority in years of service to District Five or in years since last sabbatical for those who have had sabbatical experience. Fourth quarters of employment will not be counted toward years of service. In cases of a tie, the employee without District Five sabbatical experience shall receive the sabbatical.

(3) Professional Leave Committee.

The District will have a Professional Leave Committee, the purpose of which is to make recommendations to the District President regarding the granting of professsional leave. This committee will be composed of three (3) academic employees appointed by the Federation and two (2) administrators appointed by the District President. Committee members will serve two-year terms; terms will be staggered to insure continuity. In no case shall a member of the committee sit in judgment of his or her own applications or in instances of potential conflict of interest as determined by the Contract Administration Committee.

(4) Committee Procedures.

(a) The District President or designee shall call the first meeting of the Professional Leave Committee prior to October 1 each year. The committee will elect a chairperson at the first meeting.

(b) The committee shall call for written proposals from the eligible academic employees to be received by January 15.

(c) The committee shall conduct personal interviews with each applicant.

(d) The committee in selecting professional leave candidates will base its decisions upon the criteria given in (2) above. In addition, the committee will dsetermine whether or not each approved leave is in the best interest of the District.

(e) The committee shall recommend its candidates to the District President no later than February 15.

(f) The committee shall interview each leave recipient upon return from leave and shall review all leave reports and shall recommend to the District President approval or rejection of the report.

(5) Applicant Procedures.

(a) An applicant for professional leave shall submit a written proposal to the chairperson of the Professional Leave Committee by January 15 of the academic year preceding the proposed leave.

(b) The applicant shall be available for a personal interview with the committee.

(c) The applicant shall notify the committee chairperson of any significant change of plans should such a change occur during the selection process.

(d) Upon approval of the leave, the recipient will execute a contract with the District which specified the length and conditions of the leave. Any significant change of plans after the contract has been executed must be approved by

(f) In regard to retraining leave, the District agrees, within enrollment and fiscal limitations, to provide a suitable assignment to the academic employee upon return. In the event a suitable assignment cannot be made, the academic employee will not be expected to repay salary paid to him/her during the leave nor to file the report required in (d) above.

(g) An academic employee on professional leave earns full credit toward available medical and retirement benefits and annual increments.

h. Leave of Absence.

(1) Eligibility.

In addition to leaves with pay, a full-time academic employee may be granted leave without pay. Reasons for a leave of absence include, but are not limited to, temporary disability; professional opportunities, such as study, research, teaching, travel, or work experience; civic opportunities, such as government service, political office, or military service; extended family care; participation in a leadership role in a professional or labor organization; or exchange leave.

(2) Applications

(a) Applications should be presented as early as possible; for leave of one year's duration, the application should be received no later than April 15. Requests for extension of approved leave and/or notification to return from approved leave shall be received no later than February 15.

(b) Applications for shorter leaves should normally be presented at least two (2) months before the desired starting date.

(3) All such leaves require the approval of the Board of Trustees or its designee.

i. Status upon Return from Leave.

(1) Leaves with pay.

(a) During his/her leave, the academic employee shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if he/she had remained on active duty. The Employer shall also keep in force the academic employee's insurance plans.

(1) Leaves with pay.

(a) During his/her leave, the academic employee shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if he/she had remained on active duty. The Employer shall also keep in force the academic employee's insurance plans.

(b) Excluding retraining leaves, the college agrees to reinstate the academic employee in his/her former position at the end of the leave. Any salary entitlements he/she would have earned on active status shall accrue to the academic employee.

(c) In the case of retraining leaves, the college agrees to provide the academic employee a position at the end of the leave. Any salary entitlements he/she would have earned on active status shall accrue to the academic employee.

(2) Leaves without pay.

(a) Benefits accrued prior to a leave of absence shall be retained by the academic employee. An academic employee granted a leave of absence shall have the opportunity of keeping any contributory insurance plans in force, during the leave, by making pre-payments, consistent with provisions of the underwriter. Academic employees shall accrue seniority while on leave without pay consistent with Article III. M. above.

(b) The individual is guaranteed first opportunity for his/her position upon his/her return.

j. Professional Development.

(1) Consistent with financial constraints and normal budgetary procedures, the Employer shall support academic employees' attendance at professional meetings both in and out of state. Such support shall be in the form of time off with pay, travel expense, registration fees, payment of a substitute instructor, and such expenses necessary to permit the faculty member to reap the fullest benefits of his/her attendance at the professional meeting.

(2) Contingent upon and consistent with enabling legislation, the Employer shall allow and provide for authorized tuition and fee waivers for members of the bargaining unit and their immediate families.

ARTICLE VI: SALARY AND WORKLOAD

A. The contract year and calendar.

1. An academic year or contract year for a full-time academic employee shall be three (3) instructional quarters and 174 days (or equivalent).

2. There will be a minimum of 50 (plus or minus one) instructional days (or equivalent) per quarter exclusive of examination/evaluation and grade days.

3. To the extent feasible and practicable, there will be ten (10) Monday classes, ten (10) Tuesday classes, etc. (or equivalents), during each instructional quarter.

4. The Academic Committee shall propose an annual calendar and submit it to the Dean of Instruction by February 1 of the applicable year. Such proposal shall include recommendations regarding non-instructional days. For purposes of payroll, the first day of the regular academic year shall be September 15 or earlier.

5. Academic employees, after consultation with the appropriate administrator, may be assigned professional duties for any three of four quarters out of each fiscal year. (Summer Quarter shall be deemed the first quarter of each fiscal year.) Provided, assignment to Summer Quarter shall be with mutual agreement between the academic employee and the appropriate dean. Summer Quarter is equal to 50 days. Any academic employee who teaches summer as the first of his/her three quarters shall be credited with 50 days work.

6. Full-time academic employees may be assigned, upon mutual agreement between the employee and the appropriate dean, professional duties amounting to one full-time annual contract (3.00) over four quarters. Summer Quarter shall be deemed the first quarter of that academic year. In case of class cancellation due to insufficent enrollment, a compensatory assignment will be made to maintain a full load.

B. Professional Load Guide.

1. The Dean of Instruction (Dean of Student Services for members of his/her staff), after appropriate consultation shall assign equitable professional loads in accordance with Sections 2 and 3 below.

   The variables considered assigning full-time loads include class size, number of preparations, limitations of facilities, availability of classified or student help, extracurricular assignments, learning resource assignments, academic advisory load, counseling assignments, types of classes, modes of instruction, team teaching, supplies, maintenance, program coordination, development of new courses, evening and off-campus classes, marketing, industry and/or advisory committee consultation, special nature of a program or course, and numbers of part-time instructors to assist.

2. Load categories and contact hours:

	Mode of Instruction/Professional Load	Normal Weekly Contact Hours
a.	General Lecture/Discussion (Plus an additional 5 office hours pro-rated.)	15
b.	Lecture/Laboratory (Plus an additional 5 office hours pro-rated.)	18
c.	Laboratory only (Plus an additional 5 office hours pro-rated.)	20
d.	Shop	
	Lecture	15
	Laboratory	25
	(Plus office hours equivalent to the difference between contact hours and 25.)	
e.	Field Supervision (Office hours included.)	30
f.	Counseling, Library/Media Specialist	30

3. Special Provisions.

   a. The sum of the fractional loads for an instructor's quarter shall be as close to 1.00 as possible. The total for the three-quarter year shall be as close to 3.00 as possible. Loads falling within a range of 2.80 to 3.20 shall be deemed to satisfy such requirement.

      Note: Any load in excess of 3.2 annual load shall be assigned only with mutual agreement between the academic employee and the appropriate Dean. Such classes shall be specifically declared in excess annual load and shall be covered for full payment at the part-time rate.

   b. After consultation with the division faculty, the college president or his/her designee will assign individual courses to the above load categories.

   c. Excluding instances required to maintain a full load, full-time academic employees shall be assigned class schedules within a seven (7) hour assignment span. Nothing in this section is to be construed that academic employees are expected to be on campus for this entire span if their professional duties require their presence elsewhere.

   d. The maximum described herein may be exceeded without additional compensation when requested by the individual academic employee and approved by the appropriate Dean.

   e. If a part-time academic employee is assigned office hours by the Dean of Instruction, he/she shall be compensated at the part-time rate of pay for the thirty (30) hour mode.

f. Reassigned Time.

(1) Academic employees may be reassigned from teaching to non-teaching duties upon approval of the District President or his/her designee.

(2) Upon mutual agreement between the academic employee and the appropriate dean, a full-time tenured academic employee, because of potential program change, program reduction, or program termination, may be reassigned from teaching to non-teaching duties for the purpose of retraining.

C. Salary Placement and Advancement.

1. Salary Committee.

a. There is hereby created a Salary Committee hereinafter referred to in this Article as the Committee, consisting of two (2) academic employees appointed by the Federation and two (2) non-academic employees appointed by the District President.

b. The purpose of this Committee shall be to make recommendations to the District President regarding initial placement and advancement of academic employees. It shall also review and act on requests for professional improvement credits, hear appeals on requests and documentation, and make recommendations to the District President

c. The Committee shall publish an annual schedule of meetings. Unscheduled meetings shall be held at the discretion of the Committee.

2. Initial Placement (see Appendix C for Salary Schedule).

For purposes of initial placement, newly hired full-time academic employees shall receive credit on the following basis:

a. One professional improvement credit for each academic credit beyond the BA +60.

b. Ten (10) professional improvement credits for each full year of teaching experience up to a maximum of six (6) years.

c. Ten (10) professional improvement credits for each full year of work experience directly related to professional assignment up to a maximum of six (6) years.

d. Up to thirty (30) professional improvement credits for non-traditional achievement as approved by the District President.

e. In applying the criteria for initial placement, the following will be observed:

(1) Tentative initial placement will be made by the Director of Personnel and the appropriate Dean and Division Director. The Director of Personnel will notify the Federation of all newly hired full-time academic employees within five (5) working days from the date the employment offer was accepted.

This tentative placement will be the basis of salary calculation until the final determination of initial placement is made by the District President.

(2) Documentation in the form approved by the Salary Committee must be submitted within forty-five (45) days after the first day of the quarter of the initial hire of an employee. On or before the thirtieth (30th) day of this 45-day period an employee may obtain a twenty (20) day extension of the deadline if a request is submitted in writing to the chairperson of the Salary Committee.

(3) The Salary Committee will meet and make a recommendation to the District President regarding initial placement within twenty-five (25) days after the last day to submit documentation as established above. The Salary Committee will base its recommendation on the documentation that it has received by the deadline.

(4) Therefore, in all cases, the Salary Committee must make a recommendation to the District President no later than ninety (90) days after the first day of the quarter of initial hire of an academic employee.

3. Advancement.

Academic employees shall receive a step advancement on the salary schedule provided the following requirements are met:

a. At least thirty (30) professional improvement credits have been earned (professional improvement credits are defined under 4 and 5 below).

b. There is another level on the salary schedule to which advancement can be made (see Appendix C for Salary Schedule).

c. If there is no higher level to which advancement can be made, professional improvement credits will accumulate and be noted on the academic employee's annual contract.

4. Traditional Professional Improvement Credits.

a. Academic credits earned at community colleges, regular four-year and graduate academic institutions in subjects related to the academic employee's assignment and accepted as degree requirements at the granting institution shall be accepted as professional improvement credits. Academic credits may also include those courses which are accepted for equivalent credit by the American Council on Education.

b. Each year of teaching, library, or counseling experience starting with Fall Quarter 1975 shall be accepted as ten (10) professional improvement credits up to six (6) years' experience.

c. Renewal of a five-year vocational certificate shall be accepted as fifteen (15) professional improvement credits. NOTE: Credits used for renewal can be used independently for PIC's if not applied toward recertification of a vocational certificate.

5. Non-traditional Professional Improvement Credits.

a. Advancement on the basis of non-traditional professional improvement credits shall be recommended by the Committee and approved by the District President.

b. Non-traditional professional improvement credits shall be earned as follows:

(1) Field experience or work experience (voluntary or for salary) wherein a maximum of one (1) credit would be authorized for each full five (5) days of diversified experience.

(2) Conferences and seminars in which a maximum of 0.2 credits may be earned for each day of participation.

(3) Travel, either domestic or foreign, in which 0.2 credits may be earned for each day of participation up to a maximum of five (5) credits in any one (1) year.

(4) Independent research and development beyond the normal contractual expectations of an academic employee. Such activities may include but are not limited to publications, community service projects, curriculum development projects, or related types of activities as approved by the Committee.

(5) In-service training courses equal to college or university courses for which each ten (10) hours shall equal one (1) credit.

6. Criteria For Approval of Professional Improvement Credits.

a. Professional employees are encouraged to update their knowledge and skills, both as generalists and specialists. Therefore, the activity undertaken should be relevant to one of the following criteria:

(1) The employee's job description;

(2) The course content of a current or proposed course;

(3) Effectiveness or innovation in teaching, counseling, or serving the college community;

(4) Increased potential for communication with students or staff;

(5) Potential or actual student interest in the activity or subject;

(6) Increased potential for instructional delivery, informational delivery, or counseling technique;

(7) Increased understanding of community college students, staff, organization, management, or community college objectives.

b. The activity should go beyond the normal contractual duties of a full-time academic employee.

c. The activity should not duplicate work done for other academic credits unless changing concepts or technology have rendered earlier training obsolete, or it is a requirement for continued employment.

d. Those individuals who are granted sabbaticals automatically are authorized professional improvement credits if the criteria in this section have been met.

e. Faculty retrained to accept a position in another specialty at the college shall be awarded both traditional and non-traditional credits.

7. Procedures for Submitting, Processing, and Approving Requests.

a. Individual Activity Requests.

(1) The activity request is to be submitted by the academic employee to the Committee on forms provided for this purpose.

(2) Requests must be submitted and approved prior to the start of the activity. Requests which are consistent with a previously approved annual plan may be submitted up to sixty (60) days after the completion of the activity.

(3) At the start of Fall Quarter the Salary Committee shall distribute the Annual Plan form to all full-time academic employees. Annual plans will cover the time period from October 1 through September 30.

b. Approval or Disapproval.

(1) Approval or disapproval shall be made by the District President upon receiving recommendations from the Committee.

(2) The decisions of the District President will be reported to the individual within ten (10) working days of the scheduled Committee Meeting, unless

(a) Additional information is required for evaluation; or

(b) Special arrangements for a delay are made by the Committee with the individual.

(3) If not approved, the District President will provide a written statement outlining the reason for the denial upon the request of the individual academic employee. Copies of such correspondence shall be transmitted to members of the Committee.

8. Implementation.

a. Professional improvement credits shall accrue to the academic employee at the time the official transcript or other documentation is received. A record of such credits shall be placed in the academic employee's file.

b. Credits that are received prior to the first day of classes in Fall Quarter will count towards salary schedule placement for that contract year.

c. With the annual contract issued on May 15, each academic employee will receive a report of current step placement and accumulated professional improvement credits. The report will be based on documentation received prior to May 1.

ARTICLE VII: CONDITIONS

A. Affirmative Action

The terms of this Agreement shall be subject to the District Affirmative Action policy as it now exists or hereinafter may be modified by the Board of Trustees. Any application of the provisions contained herein in conflict with said affirmative action policy shall be held inoperative as a result thereof, but all remaining terms shall be in full effect until renegotiated. It is understood that both parties shall actively support an affirmative action program.

B. Scope of Agreement.

1. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms.

2. This Agreement constitutes the negotiated Agreements between the Employer and the Federation and supersedes any previous Agreements or understandings, whether oral or written, between the parties.

3. Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

4. The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

5. The article and section headings used herein are inserted for convenience only and shall have no bearing on the meaning or interpretation of the Agreement except as they serve to clarify its intent.

6. The Employer and the Federation agree that this Agreement shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the Employer and the Federation shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

7. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in this Agreement, the Employer and the Federation for the duration of this Agreement each

voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

C. Hold Harmless Clause.

The Employer agrees that all participation by academic employees arising from this Agreement is purely advisory and therefore will hold academic employees harmless regarding any and all decisions which it makes in the exercise of its legal authority.

D. Nothing contained herein shall be construed to deny, restrict, or diminish any rights an academic employee may have under the laws of the State of Washington and of the United States or other applicable regulations.

E. Duration.

1. This Agreement shall remain in full force and effect from the date of July 1, 1985, until June 30, 1987. This Agreement shall be reopened in its entirety on or after April 1, 1987, upon the request of either party.

2. The Federation reserves the right to reopen Appendices C and D in the event that the Legislature of the State of Washington provides funds for such purposes. Implementation of such increase shall be consistent with the Legislative guidelines and/or negotiated Agreement. In any event, upon the request of either party Appendices C and D may be re-opened May 1 for the purpose of negotiating modifications thereto. Such negotiations shall be conducted consistent with RCW 28B.52. or any subsequent legislation.

Signed this 17th day of June, 1985 at Everett, Washington

FOR THE DISTRICT

B Yates

Chairman of the Board of Trustees

District President

FOR THE FEDERATION

Mary Burke Macneil

President

Ross Senff

Chief Negotiator

APPENDIX A

RULES AND REGULATIONS GOVERNING TENURE

I. PURPOSE:

A. To protect academic employee rights and academic employee involvement in the establishment and protection of these rights.

B. To define a reasonable and orderly process for the appointment of academic employees to tenure status and for the non-renewal of probationary academic employees.

II. DEFINITIONS: As used in this Appendix, the following terms and definitions shall mean:

A. "Appointing Authority" shall mean the Board of Trustees of Community College District Five.

B. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

C. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, media specialist, or other positions for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments and except special faculty appointments as permitted by applicable law. Faculty appointment shall also mean division heads and administrators to the extent that such division heads or administrators have had or do have status as a teacher, counselor or librarian.

D. "Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.

E. "Probationer" shall mean any individual holding a probationary faculty appointment.

F. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

G. "Regular College Year" shall mean that period of time extending from the beginning of the fall quarter through the end of the following spring quarter. Such definition shall include any summer quarter worked in lieu of a fall, winter, or spring quarter.

H. "District President" shall mean the District President of Community College District Five.

I. "Appointment Review Committee" shall mean an ad hoc committee composed of the probationer's tenured faculty peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

J. "Non-Renewal" shall mean the decision of the Board of Trustees not to renew the contract of a probationary faculty member for the succeeding academic year.

K. "Full-time" shall mean an individual holding a tenured faculty appointment.

L. "A Faculty Peer" shall mean an individual holding a tenured faculty appointment.

M. "Teaching Faculty" as used herein shall mean the same as faculty appointment.

III. COLLEGE APPOINTMENT REVIEW COMMITTEES: PURPOSE OF THE COMMITTEES AND SELECTION OF MEMBERSHIP.

Each probationer shall have a five-member appointment review committee assigned to him or her within twenty (20) working days of hire. Appointment Review Committees shall serve as ad hoc committees until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated.

A. The District President or his/her designee shall call for tenured academic employees in the probationer's division to submit to the District President or his/her designee a list of three or more nominees who are tenured faculty to serve on the the appointment review committee. The tenured teaching faculty acting as a body shall elect two nominiees as members of the appointment review committee.

B. The probationer at the same time may submit to the District President or his/her designee a list of two or more nominees who are tenured faculty to serve on the appointment review committee. The tenured teaching faculty acting as a body shall elect one nominee as a member of the appointment review committee; provided that, in the event the probationer does not submit nominations, the teaching faculty shall then vote to select a third appointment review committee member in accordance with A above.

C. The administrative representative on the committee shall be appointed by the District President or his/her designee.

D. The full-time student member on each appointment review committee shall be chosen by the student association in such a manner as the members thereof shall determine.

E. If a vacancy occurs upon any appointment review committee, the procedures outlined above shall be repeated as applicable.

F. Insofar as possible, at least one member of the committee should be in the probationer's academic discipline or field of specialization.

IV. APPOINTMENT REVIEW COMMITTEES: DUTIES AND RESPONSIBILITIES.

The general duty and responsibility of the appointment review committees shall be to evaluate the probationers, to advise them of their strengths and weaknesses, and to develop with them programs to overcome their deficiencies. The evaluation process shall place primary importance upon the probationer's effectiveness in the appointment.

The appointment review committee shall be responsible for making a recommendation, in accordance with the procedures in Section V. as to whether the probationer shall be granted tenure, be given an additional probationary year, or be terminated by the non-renewal of his/her probationary status.

V. APPOINTMENT REVIEW COMMITTEES: OPERATING PROCEDURES.

A. The District President or designee will call the first meeting of an appointment review committee within the first thirty (30) working days of hire. A chairperson shall be elected by the committee at its first meeting.

B. All meetings of an appointment review committee, after the first, shall take place upon the call of the Chairperson. The appointment review committee may meet with or without the probationer. The committee shall determine whether the probationer's presence is necessary or advisable; in any event, the committee shall meet with the probationer at least twice per quarter.

C. The evaluative process employed by each appointment review committee shall include the stipulations outlined below:

1. The first order of business for each appointment review committee shall be to establish, in consultation with the probationer and with the probationer's immediate administrative supervisor, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.

2. Criteria to be used in the evaluation shall be limited to professional skills, knowledge of subject matter, general college service, and faculty-staff relationships.

3. Evaluation shall be based partly on first-hand observations of the probationer's performance in the position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by a discipline peer group, evaluation by the probationer's students, and an evaluation by the probationer's immediate administrator.

4. All evaluative judgments shall be written in narrative report form.

D. When deficiencies in the performance of a probationer have been noted by an appointment review committee, the following steps should be taken by the committee:

1. As soon as the deficiencies are recognized, the committee shall commit the areas of deficiency to writing and discuss them with the probationer at a conference.

2. The appointment review committee should develop with the probationer a written program to improve these deficient areas.

3. Frequent conferences should follow step 2 to provide for follow-up evaluations as well as program revisions to help the probationer improve.

E. Each appointment review committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of the progress during the probationary period and receive the probationer's written acknowledgement thereof. The following written reports, at the minimum, will be rendered to the probationer, the District President, and the appointing authority on or before the times specified herein during each regular college year that such appointee is on probationary status; or, as is also required, within fifteen (15) days of the District President's written request therefor; except that the recommendation for tenure or continued probationary status shall not be required when the committee in an earlier report has recommended non-renewal:

1. A written progress report by the end of the probationer's first quarter of hire outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any such deficiencies.

2. A written evaluation of the probationer's performance and progress including the degree to which the probationer has overcome stated deficiences, on or before February 15.

3. A written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuing regular college year, on or before February 15.

4. A written recommendation for tenure or continued probationary status, on or before February 15.

VI. AUTHORITY OF THE BOARD OF TRUSTEES.

The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarter. Provided, the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the recommendations of the appropriate review committee. The probationer shall be deemed to have been awarded tenure if no official notice is sent to the probationer by the last day of the winter quarter of the third consecutive year in which a contract is issued.

The regular college year in all instances shall be deemed to begin with the first fall quarter regardless of the quarter in which the probationer begins full-time employment.

VII. RIGHTS AND REASONABLE EXPECTATIONS OF THE PROBATIONER.

A. Sufficient rapport should be established between the probationer and the appointment review committee so that the purposes of the visitations and evaluation sessions are clear.

B. The visitations should be arranged so that the probationer will be prepared for the visit.

C. The probationer should have been acquainted with the evaluative instrument prior to its use.

D. Conferences with the probationer should be scheduled and should cover each category on the evaluation instruments used in the preparation for the conference(s).

E. When a disagreement occurs between the probationer and his/her appointment review committee over any area of evaluation, the probationer may submit a written statement of these disagreements and shall be entitled to a written response from the committee.

F. A probationer shall be formally notified of non-renewal by the end of winter quarter of the applicable year.

APPENDIX B

RULES AND REGULATIONS GOVERNING DISMISSAL OF TENURED AND PROBATIONARY FACULTY MEMBERS

I. REASONS FOR DISMISSAL OF A TENURED OR PROBATIONARY FACULTY MEMBER.

A tenured faculty member shall not be dismissed from his/her appointment except for sufficient cause, nor shall a faculty member who holds a probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

II. COMPOSITION OF DISMISSAL REVIEW COMMITTEE.

A. A five-member dismissal review committee created for the express purpose of hearing dismissal cases shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the president, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be selected by a majority of the faculty acting in a body. The faculty members on the initial dismissal review committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.

B. The Dismissal Review Committee shall select its own chairperson.

C. In no case shall a member of the committee sit in judgment of his or her own case, or in instances of a potential conflict of interest as determined by the hearing officer.

D. In the event there is a vacancy on the committee, a replacement shall be selected within 15 days of the vacancy in the manner outlined above.

III. PROCEDURES RELATING TO THE DISMISSAL OF A TENURED OR PROBATIONARY FACULTY MEMBER.

A. Preliminary Proceedings Concerning the Dismissal of a Faculty Member.

1. Excluding reduction-in-force applications, reasons to consider the dismissal of a faculty member shall be documented by letter to the faculty member. The district president shall discuss the letter with him or her in a personal conference. The matter may be settled by mutual consent at this point. The district president shall place the letter in the employee's personnel file unless mutually agreed otherwise.

2. When the president determines that a reduction-in-force is necessary and has selected the lay-off unit(s) to be reduced, the initial step shall be for the president to discuss the proposed termination/dismissal with the individual employee(s) in personal conference which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, retraining, etc.

B. Notice.

1. After determining that dismissal proceedings should be initiated, the district president shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee and provide copies to the dismissal review committee. The notice shall include:

   a. A statement of the time, place and nature of the hearing;

   b. A statement of the legal authority and jurisdiction under which the hearing is to be held;

   c. A reference to the particular rules of the college that are involved;

   d. A short and plain statement of the matters asserted. In the case of a reduction-in-force, this shall include a statement of both the grounds for reduction-in-force and the basis for selection of the affected employee.

2. The affected employee(s) shall have ten (10) days from the date of the notice of dismissal to notify the district president in writing as to whether the employee intends to exercise the right to the hearing specified above. If the employee fails to respond within the ten days provided herein, such failure shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to have a hearing shall be communicated to the dismissal review committee and board of trustees. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

C. Procedural Rights of Affected Employees.

An affected employee shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses.

2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

4. The right to the assistance of the Hearing Officer in securing witnesses and evidence pursuant to RCW 28B.19.

5. The right to a representative of his/her choosing who may appear and act on his/her behalf at the hearing.

6. The right to have witnesses sworn and testify under oath.

D. Responsibilities of the Dismissal Review Committee.

The responsibilities of the committee shall be:

1. To review the case of the proposed dismissal.

2. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witness.

3. To hear testimony from all interested parties, including but not limited to other academic employees and students, and review any evidence offered by same.

4. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than 30 days after the hearing, the written recommendations of the committee will be presented to the hearing officer, the president, the affected academic employee, and the Board of Trustees.

E. Hearing Officer.

1. Appointment.

   Upon receipt of a request for a hearing from an affected employee, the district president shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial hearing officer.

2. Duties.

   It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and this appendix. The duties of the hearing officer include:

   a. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which he or she could not be compelled to divulge in a court of law;

   b. Issuing subpoenas;

   c. Taking or causing depositions to be taken;

   d. Regulating the course of the hearing;

   e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

   f. Disposing of procedural requests or similar matters;

   g. Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;

h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. Allowing the review committee to hear testimony and any oral argument from all interested parties, including but not limited to academic employees and students, and review any evidence offered by same.

j. Preparing findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after the hearing, the written recommendation of the hearing officer will be presented to the president, the committee, the affected academic employee, and the Board of Trustees.

k. Preparing and assembling a record for review by the Board of Trustees which shall include:

(1) All pleadings, motions and rulings;
(2) All evidence received or considered;
(3) A statement of any matters officially noticed;
(4) All questions and offers of proof, objections and rulings thereon;
(5) The proposed findings, conclusions and recommended decision;
(6) A copy of the recommendations of the dismissal review committee.

l. Deciding, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.

m. Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

n. Consolidating individual reduction-in-force hearings into a single hearing.

F. Final Decision by the Board of Trustees.

1. The Board review shall be based on the record of the hearing.

2. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the

hearing officer. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected academic employee in writing of its final decision and the effective date of dismissal.

IV. APPEAL FROM THE DECISIONS OF THE BOARD OF TRUSTEES.

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within 30 days after service of the final decision. The filing of appeal shall not stay enforcement of the decision of the Board.

V. EFFECTIVE DATE OF DISMISSALS.

The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

VI. SUSPENSION.

Suspension by the district president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his/her continuance. Any such suspension shall be with pay.

APPENDIX C

1986-87
FULL-TIME SALARY SCHEDULE

Step	Annual Salary (174 days)
1	$20,780
2	21,707
3	22,634
4	23,561
5	24,488
6	25,415
7	26,342
8	27,269
9	28,196
10	29,123
11	30,050
12	30,977

Note: In addition to the above compensation, academic employees who hold earned doctorate degrees shall receive a stipend of $1,000 per annual contract year.

APPENDIX D

I. Special Projects.

The following compensation shall apply to special student projects:

A. Each portfolio evaluation for experiential learning shall be compensated on the thirty (30) hour mode for a maximum of four (4) hours per evaluator.

B. Each course challenge shall be compensated on the thirty (30) hour mode for a maximum of three (3) hours per challenge.

C. Each special projects (99, 199, 299) shall be compensated on the thirty hour mode for a maximum of five (5) hours per student project.

II. Part-time Salary Schedule.

The part-time salary shall be determined by the pro-rated amount (utilizing the contact hours appropriate to the mode of instruction) of seventy-two percent (72%) of the full-time base salary, Step One.

III. Community Service Classes.

* Salary for community service classes will be $12.50 per contact hour for the first three (3) quarters that an instructor is hired. Salary for the fourth (4th) through sixth (6th) quarters will be $13.50 per contact hour. Salary for the seventh (7th) quarter and thereafter will be $14.50 per contact hour. Instructors who have taught community service classes under this Agreement or who have taught six (6) or more quarters under the previous agreement shall receive $14.50 per contact hour. If initial student enrollment is inadequate for the class to be self-supported, the instructor may elect to be compensated with sixty-five percent (65%) of the actual student fees collected instead of the normal hourly rate.

*9/86

IV. Stipends.

A. Definitions.

1. Stipended activity consists of duties which are extra and separate from a faculty member's normal duties and which are exempt from tenure application.

2. A head coach is responsible for managing the varsity sport and related activities. As assigned by the Athletic Director, such activities shall include, but not be limited to, recruitment, scouting, fiscal accountability, travel, and inventory.

B. Schedule.

1. The schedule for stipends for athletic coaches shall be determined by a base figure computed as follows:

   Base Salary (Step One) of Full-time Schedule divided by 9 = Stipend Base.

   Level A: 6/5 of Stipend Base

   Basketball -- Head Coach
   Track -- Head Coach

Baseball -- Head Coach
Soccer -- Head Coach

Level B: 4/5 of Stipend Base

Volleyball -- Head Coach

Level C: 3/5 of Stipend Base

Cross Country -- Head Coach
Tennis -- Head Coach
Golf -- Head Coach
All Assistant Coaches
All entry level varsity sports

2. The historical practices of the District shall be maintained regarding those activities other than athletics for which stipends have been paid.

C. Special Provisions.

1. Nothing herein shall be construed to require the Employer to maintain such activities or assignments.

2. It is understood that Section B. above is full compensation for such activities and that no additional compensation shall be required in the event the activity (or any portion thereof) generates student credit.

V. Notwithstanding any other provusion of this Article, compensation paid to academic employees not otherwise employed by the District in conjunction with agreements where the source of funding is not the State Board for Community College Education shall be in accordance with the terms of such agreements. Provided, however, nothing herein shall be construed to reduce the basis for compensation for any academic employee employed at the adoption of this Agreement.

VI. Fourth Quarter.

Full-time academic employees who are assigned 100% load pursuant to Article VI.B and additional responsibility as outlined in Article III.E. at a level similar to the other three quarters shall be paid 1/174th of their previous years' annual base salary for each day of such assignment.

Full-time academic emloyees who are not covered by the paragraph above will receive $5,100 for a full load and pro-rata for less than a full load. Assigned responsibilities beyond the basic teaching load may be contracted for in addition to the above payment. Office hours shall be compensated in accordance with VI.B.3.e.

Nothing herein shall be construed to require an academic employee to accept such an assignment or to require the District to conduct any level of activity.

VII. Compensation for Professional Leave.

Compensation for professional leaves shall be one-third (1/3) of eighty-six percent (86%) of salary placement per quarter.

APPENDIX E

EVERETT COMMUNITY COLLEGE FACULTY EARLY RETIREMENT PROGRAM

I. Mandatory Retirement. The mandatory retirement age for tenured academic employees of Everett Community College shall be seventy (70) years. Tenured academic employees shall retire by the end of the academic year during which the employee attains the age of 70.

II. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of tenured academic employees at a time earlier than the employee may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to Everett Community College and the academic employee.

A. Definitions. For purposes of this program, the following terms shall have the following meaning:

1. "College" shall mean Everett Community College.

2. "Employee" shall mean an academic employee of the College who holds a faculty appointment as defined in RCW 28B.50.821(2)(a) and has been granted tenure by act of the Board of Trustees or by virtue of RCW 28B.50.868.

3. "Full-time assignment" shall mean the workload for a tenured academic employee established by any negotiated agreement entered into pursuant to RCW 28B.52 or by any policy or regulation lawfully adopted by the Board of Trustees.

4. "Board of Trustees" shall mean the lawfully appointed governing body of Washington State Community College District Five.

5. "Retirement System" shall mean the retirement system in which an employee participates, including:

a. "WSTRS," the Washington State Teachers' Retirement System established by RCW 41.32.

b. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.

c. "PERS," the Public Employees Retirement System established by RCW 41.40, which includes two plans:

(1) "PERS I," including those public employees employed on or before September 30, 1977, and

(2) "PERS II," including those public employees employed on or after October 1, 1977.

6. "Annual Salary Placement" shall mean the salary placement of an employee during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.

7. "Fiscal Year" shall mean a period of July 1 to June 30 of the following calendar year.

8. "Academic Year" shall mean the period from September to June of the following calendar year, including fall, winter and spring quarters.

9. "Effective Date of Retirement" shall mean the first (1st) day of the month following an employee's last contracted day of work as a tenured faculty member.

B. Eligibility. Tenured academic employees are eligible to apply for one of the three retirement options established by this program:

1. Employees who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.

2. Within twenty (20) days of receipt of an employee's application for one of the options provided herein, the College President, or his/her designee, shall inform the employee as to whether the employee's choice of one of the options is of bona fide benefit to the College.

3. Employee applications for one of the options provided herein shall be reviewed on a case-by-case basis. An employee may apply for only one option at a time. Should an option not be approved, the employee may request that an alternative option be considered.

4. Where any employee application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the employee and the College President, or his/her designee.

C. Retirement Options. These options are exclusive and only one option shall be granted to an employee.

1. Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation from service at a time earlier than that required by law. Where an employee's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the employee's retirement or a later day mutually agreed upon by the College and the employee. Such payment shall be made according to he following schedule:

Effective Date of Retirement	Total Payment	Maximum Payment Per Year
Before 64	1 and 1/2 times Annual Salary Placement (ASP)	1/2 times ASP
Age 64	1 times ASP	1/2 times ASP
Age 65 and beyond	1/2 times ASP	1/2 times ASP

a. Payments may be spread over the period of years between the effective date of retirement and age 70.

b. Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.

c. Payment under this option shall have no effect on the calculation of retirement benefits.

2. Phased Retirement Option provides for part-time employment following an employee's retirement from his/her full-time appointment. Where an employee's application for this option is approved, he/she shall enter into an agreement with the College in which the employee makes an intentional, intelligent and voluntary waiver of any and all tenured rights and the College agrees to employ the employee on a part-time basis in the future. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the employee, subject to limitations set out below:

   a. Employees who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.

   b. Employees who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at a level of eighty percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.

   c. Employees who are participants in WSTRS may work no more than seventy-five days per academic year; provided that an employee who is a participant in WSTRS may work more than seventy-five (75) days per academic year if the employee makes an intelligent, voluntary and intentional request to do so with full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over seventy-five (75) in an academic year; and provided further that employees who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978, may not participate in this option due to RCW 41.32.800.

d. Employees who are participants in PERS I may work no more than eight-nine (89) hours per month and no more than six (6) months per fiscal year. Employees who participate in PERS II may not participate in this option due to RCW 41.40.690.

e. Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured employees, and tenured employees shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time employees, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the employee for the unneeded services and the agreement between the employee and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.

f. It is anticipated that the limitations on part-time employment set out above, if complied with, will protect employees from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in section II.C.(2)(b) and (c) above. The College agrees to notify in writing each employee who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.

3. Accelerated Work Option provides for an increase in the assignment of an exployee during the last year(s) of employment with the College, in return for the planned and anticipated early retirement and relinquishment of tenure rights by the employee. Where an employee's application for this option is granted, the employee and the College will agree to an assignment over and above a full-time assignment agreement to retire and relinquish his/her tenure rights at the end of that period.

   a. All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.

   b. The payment for the overtime assignment covered under the agreement will be pro-rata of Step One (1) of the salary schedule.

c. Overtime assignment under this option will not exceed the equivalent of one-half (1/2) load per quarter during the academic year plus a full load in summer quarter.

4. General Provisions applicable to all three options outlined above include the following:

   a. An employee working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided by Appendix B of the negotiated agreement and the College policy.

   b. The decision by the College to grant or deny an early retirement option shall not be subject to the grievance procedure contained in any negotiated agreement entered into pursuant to RCW 28.52 or any subsequent legislation.

   c. Approval of an employee's application for one of the three available options is in the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.

   d. Each and every written agreement entered into by an employee and the College, as required by section II.B.(4) above, shall by its terms incorporate by reference all terms of this program as set-out herein.

   e. The Employer and the Federation agree that this Appendix shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law.

Everett Community College

OFFICE OF THE PRESIDENT

May 29, 1985

This memorandum confirms that the following understandings relative to the new agreement were reached during negotiations:

1. The parties agree to propose to their respective constituencies recommendations for possible changes in the Agreement as follows:

Professional leaves (V. C. g.)	by	11/1/85
Stipends and Community Service (Appendix D)	by	11/1/85
Workload (VI. B.)	by	1/1/86
Evaluation (new Appendix F)	by	4/15/86

   The proposal on evaluation may include Academic Employee Responsibilities (III. E.).

   The vehicle for discussion on these issues will be the Contract Administration Committee.

2. The Federation reserves the right to reopen Article VI. C. Salary Placement and Advancement at such time as it requests reopeners on Appendices C and D.

3. Article VI. C. 3 will not be in effect for the 1985-86 academic year unless both parties agree otherwise. As a result, no new increments will be funded for 1985-86 unless mutually agreed otherwise.

4. The Contract Administration Committee will discuss the issue of payroll deductions for tax-sheltered annuities for part-time academic employees.

5. The Contract Administration Committee will determine the implementation of the new language in Article VI. C. 4. a. dealing with equivalent credit.

Ross Senff 6/17/85
For the Federation

6/17/85
For the District

801 Wetmore Avenue · Everett Washington 98201 (206) 259-7151

AGREEMENT

BY AND BETWEEN THE

BOARD OF TRUSTEES OF COMMUNITY COLLEGE

DISTRICT NUMBER VII

AND THE

SHORELINE COMMUNITY COLLEGE FEDERATION OF TEACHERS

LOCAL NUMBER 1950, WFT/AFT/AFL-CIO

EFFECTIVE UNTIL JUNE 30, 1989

JC 870524

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SIGNIFICANT DATES

Section A. Calendar

September 1	Documentation due for Professional Activities Credits (Appendix A.II.C.2, Page A-4)
October 1	Notification by College to faculty who are to be retired at the end of the college year (Appendix A.III.H.1.c, Page A-11)
" 15	Appointment Review Committee Named for First Year Probationers (Article VI.D, Page 6)
November 1	Call for election of Sabbatical Selection Committee (Article XI.A.3., Page 24)
1-15	Election of Sabbatical Selection Committee by ten (10) college areas (Article XI.A.3., Page 24)
End of Fall	Written progress report on probationers by Appointment Review Committee (Article VI.F.5.a, Page 8)
End of first week of winter quarter	Sabbatical leave applications due to Committee (Article XI.A.4.a and 5.a, Page 25)
February 1	Evaluation of Performance due to probationers (Article VI.F.5.b, Page 8)
" 1	Recommendation of contract renewal or nonrenewal for probationers (Article VI.F.5.c, Page 8)
" 1	Sabbatical Committee makes recommendation to College President (Article XI.A.4.d, Page 25)
May 1	Recommendation of tenure or continued probationer status (Article VI.F.5.d, Page 8)

Section B. Time Limits

1. Grievance must be filed within fifteen (15) calendar days after cognizance.
   (Article XIII.B, Page 28)

2. Faculty on leave must notify Employer of intent to return five (5) weeks prior to the end of the leave.
   (Article XI.D.2, Page 26)

3. Request for professional activity credits must be submitted prior to the eighth week of the current quarter for activities pursued in the following quarter.
   (Appendix A.II.C.1, Page A-4)

4. Extended assignments shall be specified at least one (1) week prior to the first extended day to be worked.
   (Appendix A.VI.C, Page A-15)

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AGREEMENT
BY AND BETWEEN THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER VII
AND THE
SHORELINE COMMUNITY COLLEGE FEDERATION OF TEACHERS
LOCAL NUMBER 1950, AFT/AFL-CIO

This Agreement is by and between the Board of trustees of Community College District Number Seven, hereinafter called the "Employer," and the Shoreline Community College Federation of Teachers, Local #1950, herein after called the "Federation." The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

ARTICLE I: RECOGNITION

The Employer hereby recognizes the Federation as the exclusive negotiating representative for all Community College District Number Seven academic employees as defined in RCW 28B.52. Excluded from such recognition are all non-academic employees.

ARTICLE II: DUES DEDUCTION

The Employer shall, upon written authorization of each academic employee involved, provide payroll deduction of Federation membership dues, and WFT COPE deductions, if requested, for full-time academic employees and associate academic employees who request such deduction(s) in accordance with applicable payroll procedures and beginning with the payroll period following the request. Such deductions shall be remitted to the authorized Federation representative.

The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded in writing to the Employer.

ARTICLE III: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION AND ACADEMIC EMPLOYEES

SECTION A. Rights of Academic Employees in the Federation

The Employer hereby agrees that every academic employee shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Federation, his/her participation in any activities of the Federation or collective negotiations with the Employer, or any grievance, complaint, or proceeding under this Agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

SECTION B. Meeting Rooms

The Federation and its representatives shall have the right to reasonable use of the institution's facilities for meetings. Charges, if any, shall be made for the Federation's use of facilities in accordance with the applicable Employer-approved rules and regulations in effect at that time.

SECTION C. Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business on institutional property at all reasonable times provided there is no disruption to the normal operations of the College.

SECTION D. Use of Equipment

The Federation shall have the right to use equipment when such equipment is not otherwise in use for normal operational purposes. Such use shall require the authorization of the appropriate administrator and shall result in no additional cost to the Employer.

SECTION E. Office Space

The Employer agrees to provide the Federation on a yearly basis Room 2207 in the Faculty Offices-Student Services Building for maintaining its files and conducting its business. Appropriate furniture, telephone, file cabinets, and security protection shall be pfovided by the Employer.

SECTION F. Information

Upon request, the Employer shall make available to the Federation information needed to assist the Federation in performing its representative responsibilities. Such information shall be in the same form as is available to the general public or for internal college use.

SECTION G. Official Federation Representative to the Employer

An officially designated Federation representative or agent shall have the right to appear at all open meetings of the Employer and enter appropriate matters on the agenda in accordance with established bylaws. The Employer Secretary shall transmit to the Federation President a copy of the official agenda, background information, and minutes relating to all such meetings at the same time this material is transmitted to the Employer. Nothing in this section shall preclude the Employer from holding executive sessions in a manner consistent with the Open Meetings Law.

SECTION H. Posting of Federation Notices

The Federation shall have the right to post notices of its activities and matters of Federation concern on bulletin boards, at least one of which shall be provided in each division or other agreed upon subunit. The Federation shall have the right to use the internal institutional mail service and employee mail boxes for communications to employees, including mass distribution.

SECTION I. List of Employees

Fall quarter, the Employer shall furnish the Federation Secretary with the District Directory as soon as possible after its publication. By the fifth week of each quarter, a list of all academic employees not listed in the Directory shall be prepared and furnished to the Federation Secretary denoting the respective administrative unit to which each associate academic employee is assigned.

SECTION J. Copies of Agreement

The employer agrees to provide the Federation with copies of this Agreement for all members of the unit. Distribution of such copies shall be the responsibility of the Federation.

SECTION K. Federation/Employer Meetings

Both parties agree that its representatives shall meet upon request for the purpose of reviewing the administration of this Agreement. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than three (3) representatives at such meetings and that minutes, if any, of such meetings shall be distributed to all participants and to the Employer. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

SECTION L. Release Time for Federation President

1. In recognition of the responsibility of the Federation President regarding governance matters, the incumbent in this office will be granted a one-third reduction in teaching load during fall, winter, and spring quarters.

2. The Federation may purchase release time of its members by reimbursing the College (pro rata salary and benefits of the individual(s) being released), provided that a qualified replacement can be found. In no instance shall such release time exceed one-third of a full-time load in any quarter for any individual.

ARTICLE IV: NONDISCRIMINATION

The parties agree that there shall be no discrimination against any academic employee because of race, sex, sexual orientation, age, religion, marital status, living arrangement, color, national origin, physical or sensory handicap, or Federation membership or a lack thereof, except where sex or age is a bona fide occupational qualification.

ARTICLE V: ACADEMIC FREEDOM

SECTION A. Purpose

The Employer recognizes the right and responsibility of the academic employee to insist that students be free to learn and academic employees be free to teach broad areas of knowledge, including those which may be considered controversial. Academic freedom implies not only the freedom of discussion in the classroom but also the absence of unusual restriction upon the teacher's method of instruction and testing, provided that these are consistent with the academic employee's assignment.

SECTION B. Implementation of Academic Freedom

Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated agreements with the Employer, academic employees are guaranteed the following freedoms:

1. As citizens of the United States, academic employees are free to exercise all rights of citizenship without institutional censorship, discipline, or other interference.
2. As professional educators, academic employees are free to select the content and methodologies for their courses within the constraints established by their discipline peers, specialized accrediting agencies and State or Federal licensing departments. Instructors shall be free to select textbooks, resource persons, and other educational materials which do not place unreasonable financial burden on either the student or district.
3. As student advisors and confidants, academic employees shall not be required to release information about students other than those grades and official class records required by the appropriate college record-keeping office.
4. The above enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees.

ARTICLE VI: TENURE

SECTION A.

The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Employer subject to the terms of this Article. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the nonrenewal or renewal of probationary academic employees shall not be subject to the grievance procedure of this Agreement.

SECTION B. Purpose

The Board of Trustees of Community College District Number Seven hereby establishes (in accordance with RCW 28B.50.850 through RCW 28B.50.869 as it now exists or hereinafter may be amended), the following rules on faculty tenure the purpose of which are twofold:

1. To protect faculty employment rights and faculty involvement in the establishment and protection of these rights at Shoreline Community College and any other community college hereafter established within Community College District Number Seven; and
2. To define a reasonable and orderly process for the appointment of faculty members to tenure status, or for the nonrenewal of probationary faculty members

SECTION C. Definitions

As used in this agreement the following terms and definitions shall mean:

1. "Appointing Authority" shall mean the Board of Trustees of Community College District Number Seven.
2. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and with due process. (RCW 28B.50.851;1)
3. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment shall also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have had or do have status as a teacher, counselor, or librarian. (RCW 28B.50.851;2)
4. "Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment. (RCW 28B.50.851;3)
5. "Probationer" shall mean any individual holding a probationary faculty appointment. (RCW 28B.50.851;4)
6. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority. (RCW 28B.50.851;5)
7. "Regular College Year" shall mean that period of time extending from the beginning of the fall quarter through the end of the following spring quarter.
8. "President" shall mean the President of Community College District Number Seven, or in the President's absence, the acting president.
9. "College" shall mean Shoreline Community College and any other community college hereafter established in Community College District Number Seven.
10. "Appointment Review Committee" shall mean a committee composed of the probationer's tenured faculty peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the probationer's faculty peers. (RCW 28B.50.850;7)

11. "Nonrenewal" shall mean the decision of the Board of Trustees not to renew the appointment of a probationary faculty member for the succeeding academic year.

12. "Department Head" as used in RCW 28B.50.869 shall mean Division Chairman or Chairwoman, the Director of the Library/Media Center, and the Director of Counseling for the purposes of this policy.

13. "Full-time" shall mean an individual assigned a full load for the entire regular college year.

14. "A Faculty Peer" shall mean an individual holding a faculty appointment.

SECTION D. Appointment Review Committees: Purpose of the Committees and Selection of Membership

Each probationer shall have a five-member Appointment Review Committee assigned to him/her by October 15 of the first of year of his/her appointment, or in the case of probationers appointed at some time other than the beginning of fall quarter, within six (6) weeks of the date of the appointment. Appointment Review Committees shall serve as standing committees until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated.

1. The divisional or administrative unit tenured faculty shall submit a list of three or more nominees who shall be tenured faculty to serve on the Appointment Review Committee. The teaching faculty and faculty department heads acting in a body shall then vote to select two such nominees as members of the Appointment Review Committee.

2. The probationer may submit to the divisional or administrative unit faculty a list of two or more nominees who shall be tenured faculty to serve on the Appointment Review Committee. The teaching faculty and faculty department heads acting in a body shall then vote to select one such nominee as a member of the Appointment Review Committee; provided that, in the event the probationer does not submit nominations, the teaching faculty and faculty department heads acting in a body shall then vote to select a third Appointment Review Committee member.

3. The administrative representative on the committee shall be appointed by the College President.

4. The full-time student member on each Appointment Review Committee shall be appointed by the Student Body President with ratification by the Student Legislature.

5. If a vacancy occurs upon any Appointment Review Committee, a replacement shall be appointed by the Student Body President in the case of a vacancy in the student position on the committee or by the College President in the case of a vacancy in the administrative position on the committee. In the case of a faculty vacancy on the committee, the provisions of Article VI, Section D.1. or D.2. shall be repeated.

6. Insofar as possible, at least one member of the committee should be in the probationer's academic discipline or field of specialization.

SECTION E. Appointment Review Committees: Duties and Responsibilities

The general duty and responsibility of the Appointment Review Committee shall be to:

1. Evaluate the probationer

2. Advise him/her of his/her strengths and weaknesses

3. Develop with him/her programs to overcome his/her deficiencies.

The evaluation process shall place primary importance upon the probationer's effectiveness in his/her appointment. In accordance with the procedures in Section F, the Appointment Review Committee shall be responsible for making a recommendation as to whether the probationer shall be granted nonrenewal of his/her probationary status.

SECTION F. Appointment Review Committees: Operating Procedures

1. The first meeting of an Appointment Review Committee shall be upon the call of the Executive Vice President of the College. A chairperson shall be elected by the committee at its first meeting.

2. All meetings of an Appointment Review Committee after the first shall take place upon the call of the chairperson. Appointment Review Committees may meet with or without the probationer. The committee shall determine whether the probationer's presence is necessary or advisable; in any event, the committee shall meet with the probationer at least once a month during the first two years and at least quarterly thereafter.

3. The evaluative process employed by each Appointment Review Committee shall include the stipulations outlined below:

   a. The first order of business for each Appointment Review Committee shall be to establish, in consultation with the probationer, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.

   b. Criteria to be used in the evaluation shall be limited to faculty-staff relationships, instructional and/or guidance skills, general college service, and knowledge of subject matter.

   c. Evaluation shall be based partly on first-hand observations of the probationer's performance in his/her position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by his/her discipline peer group, an evaluation by the probationer's students, and an evaluation by the probationer's immediate administrator.

d. In those areas such as the library and the counseling center wherein classroom visits and/or student evaluation might be unreasonable, irrelevant or unproductive, the Appointment Review Committee shall be free to devise and employ evaluative techniques and procedures which they deem more appropriate.

e. All evaluative judgments shall be written in narrative report form.

4. When deficiencies in the performance of a probationer have been noted by an Appointment Review Committee the following steps should be taken by the committee:

a. Areas of deficiency should be put in writing and discussed at a conference with the probationer as soon as these deficiencies are recognized.

b. The Appointment Review Committee should develop with the probationer a written program to improve these deficient areas.

c. Frequent conferences (at least once a month) should follow step b. above to help the probationer improve.

5. Each Appointment Review Committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of his/her progress during the probationary period and receive the probationer's written acknowledgment thereof. The following written reports, at the minimum, shall be rendered to the probationer, the College President, and the appointing authority on or before the times specified herein during each regular college year that such appointee is on probationary status; or, as is also required, within fifteen (15 days of the College President's written request therefor; except that the recommendation for tenure or continued probationary status shall not be required when the committee in an earlier report has recommended nonrenewal:

a. A written progress report by the end of fall quarter outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any such deficiencies.

b. A written evaluation of the probationer's performance and progress, including the degree to which the probationer has overcome stated deficiencies, on or before February 1.

c. A written recommendation regarding the renewal or nonrenewal of the probationer's contract for the ensuing regular college year, on or before February 1.

d. A written recommendation for tenure or continued probationary status by May 1.

SECTION G. Authority of the Board of Trustees

The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarters; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the Appointment Review Committee.

SECTION H. Rights and Reasonable Expectations of the Probationer

1. Sufficient rapport should be established between the probationer and his/her Appointment Review Committee so that the purposes of the class room visits and evaluation sessions are clear.

2. The classroom visits should be arranged with the probationer so that he/she will be prepared for the visit.

3. The probationer should have been acquainted with the evaluative instrument prior to its use.

3. Conferences with the probationer should be scheduled and should cover each category of the evaluation instruments used in the preparation for the conference(s).

5. When a disagreement occurs between the probationer and his/her Appointment Review Committee over any area of evaluation, the probationer may submit a written statement of these disagreements, and shall be entitled to a written response from the committee.

6. If the probationer disagrees with the recommendation of his/her Appointment Review Committee to the Board of Trustees, he/she may request a meeting of the teaching faculty and department heads, in a body, to review and approve or disapprove the committee's recommendation. This request shall be made in writing to the Federation President within five (5) days after the probationer's receipt of the committee's recommendation. The Federation President shall call the meeting within ten (10) days of receipt of such request. Within one (1) week of the meeting, the decision of the teaching faculty and department heads, acting in a body, shall be sent, in writing, to the Board of Trustees for the Board's consideration. This report shall be advisory and shall not be construed to be contrary to or supersede any provision of RCW 28B.50.850 through RCW 28B.50.869.

ARTICLE VII: DISMISSAL OF FACULTY MEMBERS

SECTION A. Preamble

"In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, shall be a rare exception, caused by individual human weakness and not by an unhealthful setting. When it does come, however, the College should be prepared for it so that both institutional integrity and individual human rights may be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing boards must be willing to give full weight to a faculty judgment favorable to a colleague."

(AAUP Statement on Procedural Standards
in Faculty Dismissal Procedures)

SECTION B. Faculty Categories Covered

1. Dismissal of tenured faculty and the dismissal of probationary and temporary faculty during the term of their appointment shall be governed by the remaining sections of this Article and Article IX and are not subject to the Grievance Procedure (Article XIII).

2. Dismissals of other faculty members during the terms of their appointments are exempt from the provisions of this Article but subject to the Grievance Procedure. Decisions relating to granting of subsequent employment are vested exclusively with the Employer.

SECTION C. Reasons for Dismissal of a Faculty Member

A full-time faculty member shall not be dismissed from his/her appointment except for sufficient cause, nor shall a faculty member who holds a probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties
2. Serious neglect of duty
3. Malfeasance
4. Physical or mental incapacity to perform duties as a professional employee
5. Gross misconduct
6. Willful, frequent, and intransigent violation of college rules and regulations
7. Sexual harassment
8. Aiding and abetting or participating in any unlawful:
    a. Act of violence
    b. Act resulting in destruction of college property
    c. Interference with the orderly conduct of the educational process (RCW 28B.50.862).

SECTION D. Procedures Relating to the Dismissal of a Faculty Member

1. Before any official action is taken relating to the dismissal of a tenured faculty member, the faculty member shall receive written notice of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons why the proposed dismissal should not occur.

2. Before any official action is taken regarding the dismissal of a tenured faculty member, the College President shall provide opportunity to the Federation to inquire into the situation, and to effect an adjustment, if possible. The Federation shall respond within twenty-one (21) calendar days of its receipt of the matter from the College President.

3. Following the expiration of the twenty-one (21) calendar days or upon receipt of the Federation's report, the College President shall determine whether the proceeding against the employee should be undertaken. If the College President decides not to proceed, he/she shall so notify the employee in writing and serve copies of such notice to the division chairperson or other unit administrator and the Federation President (or designee). If he/she decides to proceed, the matter shall be treated in accordance with Article IX.

ARTICLE VIII: REDUCTION IN FORCE

SECTION A. Reduction in Force for Reasons Other Than Those Specified in RCW 28B.50.873

1. Purpose

    This section shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for termination of probationary faculty employees prior to the written term of their individual appointment or tenured faculty employees.
    Reduction-in-force shall include, but not be limited to, any of the following grounds:

    a. Lack of funds
    b. Elimination and/or reduction of programs, courses, or services
    c. Decreased enrollment
    d. Overstaffing
    e. Reduction of allotments pursuant to chapter 43.88 RCW as now or hereafter amended
    f. Changes in educational policy and/or goals.

    Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

2. Procedures for Determining the Necessity

    a. In the event that the College President determines that such reduction-in-force may be necessary, he/she shall give written notice of the potential reduction-in-force and extent thereof to the recognized academic employee organization. This notice shall be in writing and shall include the reasons upon which the College President's conclusion shall have been based.

    b. Within five (5) days from the date this notice is received, a three (3) member committee of the recognized academic employee organization shall be provided with an opportunity to meet with the

College President regarding the problems arising out of the emergency situation facing the College. Such meeting(s) shall include exchanges of information concerning: (1) the potential need to implement a reduction-in-force, and (2) any alternatives or options which either party feels are reasonably available. Such options may include:

(1) Examination of the college budget by the administration and academic employee organization for the purpose of identifying potential budget savings

(2) The transfer of academic employees from one area or division to another in instances wherein an individual has adequate qualifications

(3) Providing the means by which an academic employee threatened by a potential reduction-in-force can gain additional competencies in those areas considered necessary to the maintenance of quality education at Shoreline Community College. This means would include: sabbatical leave priority, transfer to an administrative or non-teaching position, use of activity supervision as part of the academic load, arrangement of employment schedules, etc.

(4) In an emergency situation, use of summer quarter and/or night classes as a regular part of the college year to give an employee a full academic load

(5) Encouragement of non-mandatory early retirements in those instances wherein such retirements would work little or no hardship upon the retiree and would provide a means whereby the College might continue to offer employment to a less senior academic employee threatened by reduction-in-force.

During these discussions the College President shall document his/her findings by supplying data that may be reasonably produced. Such meetings shall conclude within fifteen (15) working days from the date of the first meeting between the College President and the recognized academic employee organization. In the event that the academic employee organization fails to respond to the notice issued by the College President, or upon the conclusion of fifteen (15) working days, the College President shall submit his recommendations to the Board of Trustees.

3. Implementation of Reduction-in Force

When the College President believes that dismissal proceedings must be commenced to meet the emergency, he/she shall select the academic employees to be affected as follows:

a. The College President shall decide what course offerings and/or support services should be "protected." He/she shall declare the duties associated with these offerings and/or services to be needed duties" of an academic employee and thus subject to "protected status" in dismissal decisions.

b. The College President shall then determine the number of academic employees in each layoff unit (specified in Section C below) who will be recommended for dismissal, provided, however, that the "protected status" of courses and services shall be observed.

c. If a reduction is determined to be necessary within a layoff unit, the order of reduction shall be based on seniority.

d. Within each affected layoff unit, the College President shall observe the following order of layoff:

First -- Associate academic employees
Second -- Full-time probationary employees in order of least seniority
Third -- Full-time tenured employees in order of least seniority

The above order and/or application of seniority may be interrupted in the event that strict adherence to it would:

(1) Result in no qualified individual being available to fully perform all duties of a protected course or support service, or

(2) Cause a regression in the progress of the College toward its affirmative action goals.

4. Designation of Remaining Steps

Before any official action is taken relating to dismissal of a tenured faculty member because of a reduction-in-force, the faculty member shall receive written notice of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons why the proposed dismissal should not occur. Subsequent steps in the procedure for reduction-in-force are specified in Article IX.

SECTION B. Reduction in Force Under RCW 28B.50.873

1. Purpose

This section shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of probationary faculty employees prior to the written term of their individual appointment or tenured faculty employees.

Reduction-in-force shall be limited to the following grounds:

State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, 1 under the following conditions:

(1) Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or

(2) Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

2. Procedures for Determining the Necessity

   a. If the number of full-time contracted employees is to be reduced, the College President, with such advice as he/she deems necessary, shall determine in the case of each affected department or program what courses, programs, and services are most necessary to maintain quality education and services. In making decisions on reductions, the College President may consider factors including but not limited to:

      (1) Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services

      (2) The enrollment, the trends in enrollment, and their effect upon the department or program

      (3) The present and anticipated service needs of the College and its students and prospective students, including staffing needs

      (4) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leaves

      (5) Changes in educational policies and goals

      (6) Other similar relevant considerations.

   b. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in Section B.1. of this Article the College President shall select the affected employees to be reduced in accordance with 3.a. and b. below.

3. Implementation of Reduction-in-Force

   a. The College President shall decide the number of academic employees to be laid off in each layoff unit. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority.

   b. Within each affected layoff unit, the College President shall observe the following order of lay off:

First -- Associate academic employees
Second -- Full-time probationary employees in order of least seniority
Third -- Full-time tenured employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that strict adherence to it would:

(1) Result in no qualified individual being available to fully perform all duties of a protected course or support service, or

(2) Cause a regression in the progress of the College toward its affirmative action goals.

4. Designation of Remaining Steps

   Before any official action is taken relating to the dismissal of a tenured faculty member because of a reduction-in-force, the faculty member shall receive written notice of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons why the proposed dismissal should not occur. Subsequent steps in the procedure for reduction-in-force are specified in Article IX.

SECTION C. Layoff Units

1. The following layoff units are hereby created:

   a. Business Administration
   b. Humanities
   c. Intra-American Studies
   d. Health Occupations
   e. Science
   f. Social Sciences
   g. Physical Education and Athletics
   h. Library/Media Center
   i. Student Personnel Services

2. A committee consisting of the Executive Vice President, Vice President for Student Services, and Federation President shall assign each academic employee to one of the above layoff units and shall maintain an updated list reflecting new hires and changes in work assignments of any individual academic employee.

   Such list shall rank each employee in the appropriate unit in accordance with the seniority procedures defined herein and shall designate whether the individual is an associate, probationary, or tenured academic employee.

3. Disputes regarding layoff unit assignments shall be appealed to the committee and, if not resolved, may be submitted directly to arbitration beginning with step "3" of the Grievance Procedure.

SECTION D. Seniority

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service for Shoreline Community College (commencing in the year 1964). Such time shall include all authorized leaves of absence consistent with Article XI, Section D.2.

The person with the highest number of qualifying years shall be the most senior; in the case of ties, seniority shall be determined in the following order:

1. First date of the signature of a letter of intent to accept employment or first date of signature of an Employment Contract
2. First date of application for employment.

Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the individual, as part of his/her regular contract, continues to function as a faculty member at no less than one-third regular faculty load for his/her division. In the case of a faculty member who moves to an administrative position without continuing a one-third faculty assignment as apart of his/her regular contract, seniority shall remain at the same level as when the faculty member ceased faculty function and moved to an administrative post. If the same member returns from administration to full-time faculty assignment or assumes a one-third faculty load as part of his/her regular contract, seniority shall continue from the seniority level the member had reached when he/she moved to an administrative post.

SECTION E. Rights of Laid Off Academic Employees

Employees who have been dismissed as a result of this reduction-in-force policy shall have the right to be recalled. Recall shall be in reverse order of layoff by layoff unit to an employee position, either a newly created or vacant full-time position, provided the employee is qualified to perform the needed duties of such position. The period of recall shall extend three (3) years after the effective date of lay off. Such employee shall be required to keep the college personnel office informed of any change in address. Upon recall, academic employees shall retain all benefits such as sick leave, tenure, and seniority which had accrued to the date of lay off.

Any dismissed employee who refuses an offer of recall shall be removed from the recall list, and such employee shall no longer be considered eligible for recall.

SECTION F. Special Provisions

1. Upon the request of an academic employee laid off for reasons of this Article, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

2. Except as specifically stated in Section C.3. of this Article, no application of the terms or procedures of this Article shall be subject to the grievance procedure of this Agreement.
3. Upon written mutual consent between the academic employee and the Board of Trustees, appeal rights outlined in Article IX, Section K may be waived in favor of final and binding arbitration.

ARTICLE IX: FORMAL PROCEDURES RELATING TO THE DISMISSAL OF A FACULTY MEMBER

SECTION A. Composition of and Selection of the Dismissal Review Committee

A six (6) member Dismissal Review Committee, created for the express purpose of hearing dismissal and reduction-in-force cases, shall be established no later than October 15 of any academic year (except if this provision is passed after October 15 of any academic year, the Dismissal Review Committee shall be chosen no later than thirty (30) days after passage).

The following procedures shall be employed in the selection of the members and alternate members:

1. The six (6) seats on the committee shall be designated Position 1, Position 2, Position 3, Position 4, Position 5, and Position 6.
2. The administrative appointment shall hold Position 6 and shall be appointed by the College President.
3. The student appointment shall hold Position 5 and shall be appointed by the Student Body President and ratified by the Student Legislature.
4. The four (4) members representing the faculty peers on the Dismissal Review Committee shall be selected by a majority of the teaching faculty and the faculty division heads acting in a body in the following manner:
    a. Two (2) nominees shall be nominated from the tenured faculty for each position numbered 1 through 4 by a random selection process, developed and administered by the President of the faculty bargaining unit.
    b. These nominees shall be voted upon by all those who hold a tenured or probationary faculty appointment.
    c. Those nominees who receive a majority of the vote cast shall be considered elected. The four (4) nominees not selected shall be the alternates and shall be identified as Alternate 1, Alternate 2, Alternate 3, and Alternate 4, determined by descending number of votes received.
    d. In the case of a vacancy in any of the positions numbered 1 through 4 at any time after the election, the vacancy shall be filled by Alternate 1. Further vacancies shall be filled by Alternate 2, 3, and 4 in that order.

5. The Dismissal Review Committee shall select one of its members to serve as chairperson.

6. In no case shall a member of the committee sit in judgment of his/her own case or the case of his/her spouse.

SECTION B. Notice

After it is determined that dismissal proceedings should be initiated, the College President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee, and provide copies to the Dismissal Review Committee. The notice shall include:

1. A statement of the time, place, and nature of the hearing (the hearing must be held on not less than ten (10) days written notice)

2. A statement of the legal authority and jurisdiction under which the hearing is to be held

3. A reference to the particular rules of the College that are involved

4. A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Article VIII, this shall include a statement of (a) the grounds for reduction-in-force as delineated in Article VIII, Section A.1. or in Article VIII, Section B.1., and (b) the basis for selection of the affected employee. In the case of a reduction-in-force, this shall clearly indicate that the separation is not due to the job performance of the employee and hence is without prejudice to such employee. The notice must also indicate the effective date of separation from service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the College President within seven (7) days, the College President shall request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

SECTION C. Procedural Rights of Affected Employees

An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to remove up to three (3) peer members of the Dismissal Review Committee by peremptory challenge prior to the commencement of the hearing proceedings involving dismissal pursuant to Article VII (Dismissal for Cause), and one (1) peer member for proceedings involving dismissal pursuant to Article VIII (Reduction-in-Force) not to exceed four (4) in any single hearing.

2. The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the witness's statement reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.

3. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

4. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

5. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 28B.19 RCW.

6. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.

7. The right to have witnesses sworn and testify under oath.

SECTION D. Responsibilities of Dismissal Review Committee

The responsibilities of the committee shall be to:

1. Review the case of the proposed dismissal

2. Attend the hearing and, at the discretion of the hearing officer, call and/or examine any witness(es)

3. Hear testimony from all interested parties, including but not limited to other faculty members and students, and to review any evidence offered by same

4. Arrive at its recommendations, in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, and within seven (7) days in the case of reduction-in-force for reasons set forth in Article VIII, the written recommendations of the Dismissal Review Committee shall be presented to the hearing officer, the College President, the Federation President, the affected faculty member, and the Board of Trustees.

SECTION E. Hearing Officer

1. Appointment

   a. Upon receipt of a request for a hearing from an affected employee, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer after consultation with the Federation President.

   b. In the case of reduction-in-force for reasons set forth in Article VIII, Section B.1., at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for the purposes hereof: provided, that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member or faculty members requesting hearing.

2. Duties

   It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and any procedural rules adopted by the district. The duties of the hearing officer include:

   a. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law

   b. Issuing subpoenas

   c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution

   d. Regulating the course of the hearing

   e. Holding conferences for the settlement or simplification of the issues by consent of the parties

   f. Disposing of procedural requests or similar matters

   g. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings

   h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer

   i. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same

   j. Preparing his/her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but no event longer than thirty (30) days after the conclusion of the formal hearing (or within ten (10) days in the case of reduction-in-force for reasons set forth in Article VIII, Section B.1.) the written recommendation of the hearing officer shall be presented to the College President, the Dismissal Review Committee, the affected employee, and the Board of Trustees.

   k. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

      (1) All pleadings, motions, and rulings

      (2) All evidence received or considered

      (3) A statement of any matters officially noticed

      (4) All questions and offers of proof objections, and ruling thereon

      (5) His/her proposed findings, conclusions of law, and a recommended decision

      (6) A copy of the recommendations of the Dismissal Review Committee.

   l. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance

   m. Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record, or any part thereof, is transcribed and furnished to any party to the hearing upon request and payment of costs

   n. In the case of reduction-in-force for reasons set forth in Article VIII, consolidating individual reduction-in-force hearings into a single hearing. Only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein; provided, however, in the case of reduction-in-force for reasons set forth in Article

VIII, A, 1, any individual faculty member may request the hearing officer to determine whether a separate hearing is appropriate.

o. In the case of a reduction-in-force for reasons set forth in Article VIII, Section B.1., the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed pursuant to Section E.1. of this Article):

   (1) Shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued.

   (2) The only issue to be determined shall be whether under the applicable policies, rules, or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated.

   (3) Any findings, conclusions of law, and recommended decision shall not be subject to further Dismissal Review Committee action.

SECTION F. Final Decision of the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.

2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3. The Board may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member, in writing, of its review, notify the charged faculty member, in writing, of its final decision, and the effective date of dismissal.

SECTION G. Time Limits

In computing any time prescribed or allowed by these rules, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

SECTION H. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case by either the faculty member, the Dismissal Review Committee, or administrative officers shall be made until all proceedings and appeals have been completed.

SECTION I. Effective Date of Dismissals

The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Article VIII, Section B.1., failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article VIII, Section B.1., separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

SECTION J. Suspension

Suspension by the College President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified only if immediate harm to the affected employee or others is threatened by his/her continuance. Any such suspension shall be without pay.

SECTION K. Appeal from Board of Trustees Decisions

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

ARTICLE X: COMPENSATION AND BENEFITS

Compensation and benefits shall be handled in accordance with Appendix A.

ARTICLE XI: LEAVES

SECTION A. Sabbatical Leaves

Sabbatical leaves are available to full-time academic employees in service to the Employer and to the State community college system and are granted by the Employer upon the recommendation of the College President.

1. Conditions and Terms

   a. The number of annual sabbatical leaves shall not exceed four percent (4%) of the total number of full-time faculty, provided that there are enough applicants who meet the conditions established in this Article; and further provided the aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.

b. A full-time academic employee may apply for sabbatical leave after completing at least nine (9) consecutive contracted quarters exclusive of summer quarter at Shoreline Community College. Compensation shall be computed at the rate of up to four percent (4%) of salary per quarter of full-time equivalent service exclusive of summer quarter. Experience at other state-supported community colleges credited upon hiring at Shoreline shall be allowed in the computation of sabbatical compensation. A maximum of eighteen (18) quarters shall be counted, resulting in a maximum compensation of seventy-two percent (72%) of salary, or the maximum amount available under law, if that be less. In the event that four percent (4%) per quarter cannot be realized, each recipient shall receive the same percentage compensation per quarter of service.

c. Sabbatical leave recipients ordinarily shall not engage in full-time employment during the period of sabbatical leave. Should the recipients propose to do so, he/she must justify such employment in terms of the general spirit of the sabbatical leave program.

d. Acceptance of a sabbatical leave implies an obligation to return to Shoreline Community College as an academic employee for time equal to the amount of leave. Should a person not return, a refund of the total stipend must be made unless the Employer approves an exception. The Employer shall be obligated to reassign a person returning from his/her sabbatical leave to an academic employee position for which he/she is qualified.

e. The length of the sabbatical leave shall be no less than one (1) quarter and no more than one (1) academic year (fall, winter, spring quarters).

f. Other benefits shall accrue to the academic employee while he/she is on sabbatical leave as though he/she were on regular contract.

2. Purpose

The purpose of a sabbatical leave for Shoreline Community College faculty should primarily be to deepen, enrich, and renew the individual for the primary task—teaching. Teaching, of course, involves not only classroom instruction, but also a wide range of related and supportive activities. The sabbatical leave should serve to make the individual more effective in as many of these roles as possible.

3. Sabbatical Selection Committee

The Federation President shall call for the election of a Sabbatical Selection Committee no later than November 1 of each year. Elections shall take place between November 1 and November 15 in each of ten (10) areas. Each area shall elect one (1) representative committee member and one (1) alternate. Committee members shall represent humanities, social sciences, math-science, health occupations, business administration, physical education, counseling, the library/media center, intra-American studies, and vocational-technical areas.

The Federation President shall convene the committee. The committee shall elect its chairperson and alternate chairperson during the first meeting.

4. Committee/Presidential Procedures

a. The committee shall call for written applications from eligible faculty to be received by the end of the first week of winter quarter.

b. The committee shall conduct personal interviews with each applicant.

c. The committee in selecting sabbatical candidates shall base its decisions exclusively upon the criteria given in subsection "6" below.

d. The committee shall recommend to the College President its candidates no later than February 1.

e. The College President shall submit the candidates to the Employer as soon after February 1 as practicable.

5. Applicant Procedures

a. An applicant for sabbatical leave shall obtain a sabbatical leave application form and submit it to the chairperson or the Sabbatical Leave Committee by the end of the first week of winter quarter of the academic year preceding the proposed leave.

b. The applicant shall be available for a personal interview with the committee.

c. The applicant shall notify the committee chairperson of any significant change of plans should such a change occur during the selection process or subsequent to it.

6. Criteria for Selection

a. The Sabbatical Selection Committee shall use three (3) criteria for selection of faculty to receive sabbaticals. These are the merit of the sabbatical project, the applicant's current and previous contributions to the college community, and whether or not the applicant has had a previous sabbatical. In instances where these criteria are equal, seniority shall be the determining factor.

b. The committee shall judge written sabbatical proposals along with oral interviews for merit of content.

SECTION B. Personal Leave

1. Personal leave may be used for illness, injury, bereavement, disability because of childbirth, home demands because of recent paternity, or other emergencies defined as sudden, unforeseen situations temporarily interfering with the employee's ability to execute professional duties.

   Upon receiving a written leave request, the division chairperson shall notify the employee of approval or disapproval within forty-eight (48) hours. Request for emergency leave can be filed after the emergency.

2. Personal leave can also be used for reasons of a personal nature; however, such leave shall not be used for holiday or recreational purposes or for gainful employment or self-employment. The division or unit head must be notified at least one day in advance of the leave. Reasonable attempts to arrange class coverage shall be expected. No more than one such personal leave day may be taken per academic quarter.

3. Disability leave because of childbirth shall be granted upon the advice of the attending physician. Four (4) days for paternity leave because of childbirth shall be allowed. Upon the advice of the attending physician additional leave shall be allowed.

4. Academic employees shall submit an Employees Report of Leave form under this section to their division chairperson or other appropriate administrator.

SECTION C. Professional and Other Leaves of Absence

Professional and leaves of absence other than those mentioned in Section B above may be approved with or without pay by the College President or his/her designee. Requests for such leaves should include the dates and times the academic employee wishes to be absent, and the necessary arrangements which would be made to cover the period of absence. Leaves without pay shall result in a reduction of 1/172 of the annual contract for each day of leave.

SECTION D. Leave of Absence Without Pay

1. Upon recommendation of the College President, a leave of absence may be granted by the Employer to any full-time academic employee.

2. The Employer shall be obligated to re-employ to a professional position for which he/she is qualified an academic employee who has been on approved leave of absence. Seniority and other benefits shall continue to accrue to an academic employee on leave to study, to travel if that travel is related to the employee's teaching area, to gain occupational experience appropriate to his/her discipline, or for special assignments which will be of benefit to the College. Seniority and other benefits shall not continue to accrue to an academic employee on leave for reasons other than those specifically stated above. Five (5) weeks prior to the end of the leave, the individual academic employee on leave must notify the Employer of his/her intent to return. That date must be included in the leave agreement.

3. A leave of absence may be for such purposes as the following: (a) study, (b) travel, (c) illness, (d) maternity, (e) special assignments, and (f) participation in leadership of professional or labor organizations, (g) military service, (h) government service, (i) occupational experience appropriate to the assignment of the recipient or to his/her discipline.

4. No academic employee shall receive a leave of absence for more than six (6) consecutive quarters excluding summer quarter except in the case of military leave which will be handled in accordance with applicable state statute.

ARTICLE XII: COLLEGE GOVERNANCE

It is agreed that a system of governance shall be maintained through the utilization of a college cabinet, which shall promulgate its own rules and regulations and provide equal representation from students, Federation, classified staff and administration.

ARTICLE XIII: GRIEVANCE PROCEDURE

SECTION A.

A grievance is hereby defined as a complaint or claim against the Employer by an academic employee(s) or the Federation, arising out of the interpretation or the application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

1. Step One: The grievant and the Federation representative, if requested by the grievant, shall orally present the alleged grievance to the immediate administrative supervisor. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the grievant and the Federation representative, if involved, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate administrative supervisor shall be given the written grievance and he/she shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Federation representative. The immediate administrative supervisor shall answer the grievance in writing within five (5) calendar days thereafter and shall concurrently send a copy of the answer to the Federation.

2. Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the College President or his/her designated representative, provided it is filed with the College President or his/her designated representative, provided not more than seven (7) calendar days after it is answered in Step One. Representative(s) of the Federation shall be present at any meeting called to consider the grievance at this Step. The College President or his/her designated representative shall send his/her written answer to the grievant and to the Federation within seven (7) calendar days of the Step Two meeting.

3. Step Three: If no settlement is reached at Step Two, the Federation may at its sole discretion within thirty (30) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

SECTION B.

With respect to Section A of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section A above within fifteen (15) calendar days after the aggrieved's cognizance of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section A of this Article are not taken by the grievant or the Federation, or appeals therein provided are not taken or filed by the grievant or the Federation, or notice not given by the grievant or the Federation within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend time limits. In any case where the Employer fails to meet time limits, the grievance may be filed at the next step unless the parties mutually agree to extend time limits.

SECTION C.

With respect to Sections A and B of this Article, the term calendar day shall exclude those days which fall between the end of finals week of a quarter and the beginning of the next quarter (including summer quarter).

SECTION D.

Matters subject to arbitration shall be referred to the American Arbitration Association under Voluntary Rules except for the selection of an arbitrator who shall be chosen by alternate striking from a list of nine (9) provided by the American Arbitration Association. The first party to strike shall be determined by the flip of a coin.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

SECTION E.

Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and

2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom law of the industry; and

3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; and

4. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

5. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

6. The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs by the parties unless waived by the parties; and

7. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

8. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

SECTION F.

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Federation. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Federation, and the academic employee(s) affected, consistent with the terms of this Agreement.

ARTICLE XIV: SAVINGS CLAUSE

SECTION A

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to any existing or future law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

SECTION B

This agreement shall be subject to subsequent modification by the legislature.

ARTICLE XV: RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE XVI: PRIOR PRACTICES

Any practices and conditions not specified in this Agreement which have existed for at least two (2) years shall remain in effect for the duration of this Agreement.

Such practices may be changed or eliminated by the Employer if it can establish that it has, through the exercise of managerial discretion, changed or eliminated the basis for the existence of the prior practice or condition and that a reasonable causal relationship exists between the change in the basis for the prior practice itself. It is further agreed that in the event such action is challenged through the grievance procedure, the burden of proof shall rest with the Employer.

ARTICLE XVII: EVALUATION

All annually contracted faculty shall be evaluated in accordance with the Faculty Evaluation Document. Changes to the Faculty Evaluation Document shall be adopted in accordance with Article III, Section K.

ARTICLE XVIII: PERSONNEL FILES

SECTION A.

1. The Personnel Office of the College shall maintain an official personnel file(s) for each faculty member. Each administrative unit shall maintain an official file for each faculty member employed through that unit.

2. These personnel files shall be accessible during normal business hours to the faculty member, his/her authorized representative, the official bargaining representative for representational matters, appropriate administrative unit head, College President, appropriate vice-president, and Personnel Office staff. Other individuals shall not have access without specific authorization from the Director of Personnel, or the appropriate administrative unit head.

SECTION B.

1. The Personnel Office file(s) may contain the following types of information:

   a. The job application materials submitted by the employee;

   b. Transcripts and documentation of academic coursework, licensure, certification, etc.;

   c. Records of all professional development activities submitted for PAC (salary schedule) credit subsequent to hiring;

   d. Records and documents required to support the personnel/payroll system;

   e. Records and findings developed pursuant to the steps outlined in Article VI (Tenure), Article VII (Dismissal of Faculty Members), Article VIII (Reduction in Force), Article XIII (Grievance), and Article XVII (Evaluation) of the negotiated Agreement;

   f. Documentation of employment history at Shoreline Community College (contract, assignment, FTE, salary, extended days, sabbatical, leave of absence, tenure award, leave records, etc.);

   g. Correspondence with or on behalf of the employee (appointment letters, TIAA-CREF age 50 election, letters of understanding re stipends, etc.);

   h. Information submitted by the faculty member for inclusion in the file;

   i. Information forwarded by the administrative unit head pursuant to the provisions of Section C.2. below.

SECTION C

1. The administrative unit file may contain the following types of information:

   a. Records, transcripts, etc., which attest to the preparation, competence, and professional achievements of the faculty member;

   b. Records of teaching assignments and other assignments allocated to the faculty member by the unit administrator;

   c. Those materials generated by the Faculty Evaluation System;

   d. Records of commendations, promotions, and honors;

   e. Information submitted by the faculty member for inclusion in the file;

f. Such other correspondence or records as may be required to support day-to-day administrative matters regarding the faculty member;

g. Written and signed documents (dated upon receipt or genesis by the administrator) concerning a faculty member's performance, supporting information developed in investigation of complaints, or recording attempts to counsel the faculty member and establish a program of activities to correct shortcomings; provided that:

   1) Inclusion of the above mentioned items (C.1.g) shall include the evidence that the faculty member was shown a copy of the material(s), was informed that the material(s) had been placed in the file, and was notified of the right to provide an explanatory statement which would remain appended to the document(s) in the file;

   2) Evidence of meeting the conditions of section C.1.g.1 will normally be accomplished by the faculty member's signature and date on the document. A faculty member's refusal to sign shall be documented on the material(s) with a copy provided to the faculty member. Such refusal shall not delay the placement of material in the official file.

   3) Material covered under this subsection (g) shall be placed in the file within ninety (90) calendar days of its receipt or genesis by the administrator. If material is not placed in the file within fourteen (14) calendar days of its date, the faculty member shall be notified that the material is being held and shall have the right to view and copy the material. Failure to provide such notification and access shall prevent the material from being placed in any official file.

2. At the discretion of the administrative unit head, and with notification to the faculty member, copies of all or any portion of the administrative unit file materials may be forwarded to the Personnel Office file, provided the conditions of Section C.1.g.1), 2), and 3) have been met for written complaints/concerns about the faculty member's performance.

SECTION D

These procedural guidelines covering official personnel files maintained by the Personnel Office and the faculty member's administrative unit shall not be construed to signify that other administrative offices cannot maintain the documentation necessary to carry out their specific functions.

ARTICLE XIX: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Federation agree that the public interest requires efficient and uninterrupted performance of all District services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Federation shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with district functions by academic employees under this Agreement and should same occur, the Federation agrees to take appropriate steps to end such interference. Any concerted action by academic employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

ARTICLE XX: SCOPE OF AGREEMENT

SECTION A.

This Agreement constitutes the negotiated agreement between the Employer and the Federation and supersedes any previous agreements or understandings, whether oral or written, between the parties.

SECTION B.

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

SECTION C.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Articles XIV and XXI, the Employer and the Federation for the duration of this Agreement each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

SECTION D.

All commitments regarding compensation and economic fringe benefits required by this Agreement including Appendix A are contingent upon legislative authorization and funding. Local Funds may be utilized for such purposes if not forbidden by the legislature and mutually agreed upon by the parties.

ARTICLE XXI: DURATION

SECTION A.

This Agreement shall remain in full force and effect from the date of its execution until June 30, 1989.

APPENDIX A
COMPENSATION

ARTICLE I. SALARY SCHEDULES EFFECTIVE SEPTEMBER 1, 1986

SECTION A. - ANNUALLY CONTRACTED ACADEMIC EMPLOYEES

	A [BA-254]	B [255-284]	C [285-314]	D [315-344]	E [345-]
0	14,850	15,840	16,830	17,820	18,810
1	15,345	16,335	17,325	18,315	19,305
2	15,840	16,830	17,820	18,810	19,800
3	16,335	17,325	18,315	19,305	20,295
4	16,830	17,820	18,810	19,800	20,790
5	17,325	18,315	19,305	20,295	21,285
6	17,820	18,810	19,800	20,790	21,780
7	18,315	19,305	20,295	21,285	22,275
8	18,810	19,800	20,790	21,780	22,770
9	19,305	20,295	21,285	22,275	23,265
10	19,800	20,790	21,780	22,770	23,760
11	20,792	21,285	22,275	23,265	24,255
12		21,700	22,770	23,760	24,750
13		22,821	23,265	24,255	25,245
14			23,760	24,750	25,740
15			24,849	25,245	26,235
16				25,740	26,730
17				27,902	28,225
18					28,720
19					29,700
20					30,195
21					31,442

1986-87

Effective September 1, 1986, annually contracted academic employees will be placed on the grid according to the control list of Article II, Section D below. The Federation agrees to indemnify the Employer and hold it harmless against any claims alleging that the implementation of this section is contrary to applicable statute.

SECTION B. Associate Faculty

Effective September 1, 1986, the quarterly base salary for associate faculty is found on this grid.

	A	B
0	4742	5089
1	4900	5259

Columns A and B are for different educational qualifications. Column B is for Master's degree or equivalent and Column A is for less than a Master's degree.

Rows 0 and 1 are for increasing quarters of Shoreline teaching experience. Row 0 is for the first three quarters of teaching at Shoreline Community College; Row 1 is for the fourth quarter and subsequent quarters of teaching at Shoreline.

SECTION C. Placement

1. Annually contracted academic employees returning to the District for the academic years during the period of this Agreement shall be placed upon the salary schedule in accordance with a control list agreed to by the parties (a double vertical step shall be granted in instances where past relevant experience or service has not been recognized). (See Article II)

2. At the time a recommended appointee is invited to appear for determination of salary placement, the Federation President shall be notified in recognition of the right to accompany appointees who desire such representation at the salary placement interview. With the agreement of the recommended appointee, the Federation representative shall be given access to the transcript and application materials.

3. Newly hired academic employees shall be placed upon the appropriate lane as follows (only degrees and credits earned at accredited institutions are recognized):

   Lane A - Bachelor's, Master's or 5-Year Vocational Certificate

   Lane B - 255 Credits including Master's or 5-Year Vocational Certificate, or equivalent

   Lane C - 285 Credits including Master's or 5-Year Vocational Certificate, or equivalent

   Lane D - 315 Credits including Master's or 5-Year Vocational Certificate, or equivalent

   Lane E - 345 Credits/Doctorate

   (For purposes of initial placement, any academic employee may be placed at a higher level in instances where the College President determines such exceptions to be in the best interests of the District.)

   Credit for past experience may be granted as follows:

   a. One step may be awarded for each year of full-time college teaching experience.

   b. One step may be awarded for each year of full-time non-college teaching experience which directly relates to the Shoreline Community College assignment.

   c. One step may be awarded for each year of full-time vocational work experience which directly relates to the Shoreline Community College assignment.

   d. In evaluating part-time college teaching experience, including teaching assistant experience, thirty-five (35) quarter credit hours shall be used as the basis for determining annual full-time teaching equivalency.

ARTICLE II. PROFESSIONAL ACTIVITY CREDITS

SECTION A.

The Federation shall establish whatever procedures it deems necessary to define professional activity credits, and to set the criteria that will be utilized in granting such credits. These definitions and criteria shall be put into writing and a current copy kept in the District President's Office.

Such criteria shall be consistent with the following:

1. Activities must be related to the actual or potential assignments of the academic employee.
2. Activities must be beyond the normal contractual duties of the academic employee.
3. Activities related directly or indirectly to Federation business shall not qualify.
4. All activities must be approved in advance consistent with Section C below.

Agreement Between
The Board of Trustees
# of Community College District VIII
and
The Bellevue Community College
Association of Higher Education

June 22, 1987 - August 31, 1989

JC 870524

PREAMBLE

This agreement is entered into this 22nd day of June, 1987, by and between the Board of Trustees of Community College District VIII, hereinafter called the "Board" and the Bellevue Community College Association of Higher Education, hereinafter called the "Association." Whereas, the Board and the Association have reached agreements which are confirmed in this common pact; therefore, let it be agreed as follows:

The Board and the Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students and in all facets of the Bellevue Community College Program are mutual goals dependent primarily upon the quality and morale of the professional staff and, whereas the members of the faculty are particularly qualified to assist in formulating policies and to determine educational programs, and whereas the Board has the obligation pursuant to RCW 28B.52 to bargain with the Association as the duly recognized representative of all academic employees at Bellevue Community College with respect to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel hiring and assignment practices, leaves of absence, salaries and salary schedules and non-instructional duties.

ARTICLE I - DEFINITIONS

A. ACADEMIC YEAR
The Fall, Winter, and Spring quarters plus non-instructional contracted days as defined herein.

B. ADMINISTRATOR
Any person employed either full or part time by the Community College District and who performs administrative functions for at least fifty percent or more of her/his assignments, and has responsibilities to hire, dismiss, or discipline other employees.

C. APPOINTING AUTHORITY
The Board of Trustees of Bellevue Community College or its lawfully delegated designee(s).

D. ASSOCIATION
The Bellevue Community College Association of Higher Education.

E. BARGAINING
The performance of the mutual obligation of the representatives of the Board and the Association to meet at reasonable times to bargain in good faith with respect to wages, hours and other terms and conditions of employment and to execute a written agreement incorporating agreements reached if requested by either party.

F. BARGAINING UNIT
Full-time and part-time faculty members. Administrators and all other employees of the District are excluded.

G. BOARD
The Board of Trustees of Community College District VIII or its lawfully delegated representatives. Such definition shall also apply to the terms EMPLOYER and DISTRICT.

H. COLLEGE
Bellevue Community College.

I. COLLEGE PRESIDENT
The President of Bellevue Community College.

J. DAY
Unless otherwise specified, "Days," as used in the Agreement shall mean contractual days (normally Monday through Friday).

K. DISTRICT
Community College District VIII.

L. EFFECTIVE DATE OF RETIREMENT
First (1st) day of the month following a faculty member's last contracted day of work as a tenured faculty member.

M. FACULTY
Any person employed by the District as an instructor, counselor, librarian, program or department chairperson or in any other position for which the training, experience or responsibilities are comparable as determined by the appointing authority.

N. FACULTY CATEGORIES

1. FULL-TIME FACULTY
A faculty member who performs a full load as defined herein for an academic year and is contracted on an annual basis in one of the following categories:

a. TENURED
Full-time annually contracted faculty who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and this Agreement.

b. PROBATIONARY
Full-time annually contracted faculty who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the probationer's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the state of Washington and this Agreement.

c. TEMPORARY
Full-time faculty members whose appointment is funded by special purpose monies and who are not eligible for tenure under the laws of the state of Washington. Such temporary appointments may be made only in cases of sabbatical leave, leave of absence, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability or death where the normal and usual hiring process (Article X, Sections I and II) is not feasible. In all such cases, the Board or its designees shall consult with the Association concerning the appropriateness and emergency nature of each appointment prior to any hiring decision. A copy of any contracts issued following such consultation shall be forwarded to the Association.

2. PART-TIME FACULTY

a. PART-TIME
A faculty member whose appointment is for a specified period of time and does not meet the full load requirements for an academic year as defined herein. Returning part-time faculty members who are fractionally annually contracted shall suffer no loss in pay, benefits, or other conditions of employment from what previously existed.

b. AFFILIATED FACULTY - ELIGIBILITY
Part-time faculty members and former tenured faulty members shall be eligible to become Affiliated faculty upon:

1. Completion of fifteen (15) or more credits/year for five (5) consecutive years or equivalent for non-teaching faculty. Equivalency shall be understood to be 162 annual contract hours (e.g., counseling, library, program coordination).
2. And, recommendation of the faculty member's program chair and approval of the OUA.

Affiliated faculty will be given first priority to teach those courses which they are qualified to teach and for which full-time faculty are not available or qualified to teach. It shall be the responsibility of the OUAs to annually identify in writing to the Dean of Instruction those part-time faculty who qualify for preferential employment and to then make the selection of part-time faculty in accordance with 2.b above. In determining eligibility for affiliated status, presently employed part-time faculty will be given credit for courses taught at Bellevue Community College prior to the effective date of this Agreement.

c. COMMUNITY SERVICE
Faculty members who instruct courses delineated as Community Services as approved by the State Board for Community College Education and whose compensation is governed by WAC 131-28-025 (3).

O. INDIVIDUAL CONTRACT
The signed Contract between Community College District VIII and a faculty member which states salary or wages, dates of employment, and conditions of employment, all of which shall be consistent with this Agreement.

P. ORGANIZATIONAL UNIT
Instructional Divisions, Human Development Center, and Library Media.

Q. OUA - ORGANIZATIONAL UNIT ADMINISTRATOR

R. RETIREMENT SYSTEM
The retirement system in which a faculty member participates includes:

1. "WSTRS I AND II," the Washington State Teachers' Retirement System established by RCW 41.32 and as amended.

2. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.

3. PERS, Public Employees Retirement System I or II established by RCW 41.40 as amended.

ARTICLE II - BOARD RECOGNITION

SECTION I - EXCLUSIVE RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all faculty members included in the Bargaining Unit.

SECTION II - ADMINISTRATIVE DUTIES

No administrative duties shall be added to any position within the Bargaining Unit which has the effect of removing such position from the Bargaining Unit without mutual agreement with the Association.

ARTICLE III - BARGAINING PROCEDURES

SECTION I - BARGAINING

The parties agree to enter into bargaining in accordance with RCW 28B.52 consistent with the terms of this Agreement. Any agreement so bargained shall be reduced to writing and shall be presented to the Board and the Bargaining Unit for their ratification. No such agreement shall be bargained with any employee organization other than the recognized Bargaining Unit for the duration of this Agreement.

A. EXCHANGE OF INFORMATION
The Board agrees to furnish the Association reasonable information needed for developing intelligent, feasible, and constructive proposals on behalf of the faculty.

B. BARGAINING TEAMS
A chief negotiator shall be appointed by each party and she/he shall be the principal spokesperson of her/his constituents in formal bargaining sessions.

C. MEETINGS

1. SCHEDULING

1. The Chief Negotiator of either party may request a meeting of the two teams at any time subject to the mutual convenience of a majority of members of both sides.

2. LOCATION
Meetings will be held at a location which is mutually satisfactory.

3. CAUCUSES
The Chief Negotiator of either party may declare a caucus at any time to all her/his team to discuss matters related to the meeting. Both sides are encouraged to keep caucuses brief.

4. TERMINATION OF MEETINGS
Either Chief Negotiator may terminate any meeting at any time.

5. CANCELLATION OF MEETINGS
Under unusual circumstances, it may be necessary to cancel scheduled meetings. In such cases the Chief Negotiators shall be responsible for notifying their respective teams. Cancellation of meetings should be kept to a minimum.

SECTION II - COMMUNICATIONS

A. MASTER FILE

The President's Office shall be responsible for maintaining a master file of all communications relevant to bargaining. It shall also include notations of definitions, points of clarification, and understandings reached.

B. TRANSMITTAL OF DOCUMENTS

Only the Chief Negotiators shall transmit inter-team documents and this shall be done either in a formal meeting or per mutual agreement. Members of both teams will receive a copy of all documents.

C. PUBLIC ANNOUNCEMENTS

Neither party shall be restricted in any way regarding public announcements. Each party will use prudent judgment regarding such communications so that progress of the bargaining is not jeopardized.

D. PROPOSALS/COUNTERPROPOSALS

Every proposal advanced by one party shall be done via its Chief Negotiator and must be responded to, either with an acceptance or a request to study the materials, or with a counterproposal, or a rejection by the other Chief Negotiator. Reasonable reading time and study time shall be allowed for team members between submission of proposals and their discussion.

E. ACCEPTANCE OF ITEMS

Any item upon which there is a tentative agreement in bargaining shall be attached to the minutes, initialed by the two Chief Negotiators and shall become part of the master file. Such agreements shall normally become parts of the final Agreement when the Agreement is prepared for ratification. In case editorial/grammatical changes are directed by the teams, the revised copies of the items shall be presented prior to a final draft and shall be initialed by the two Chief Negotiators. Items shall be tentatively agreed upon during bargaining subject to agreement upon the the total Agreement.

SECTION III - RATIFICATION PROCEDURE

A. TENTATIVE AGREEMENT

When an agreement has been developed through bargaining, the Chief Negotiator of each party shall indicate her/his tentative acceptance to her/his constituency. When tentative agreement is signed by the Chief Negotiator, she/he is bound to recommend ratification.

B. BOARD RATIFICATION

The bargaining team representing the Board of Trustees shall present the document to the Board for ratification.

C. ASSOCIATION RATIFICATION

The bargaining team representing the Association shall present the document to the Association for ratification.

SECTION IV - MEDIATION

In the event that an agreement cannot be reached, either party may ask for mediation and/or fact finding as provided by RCW 28B.52.060.

ARTICLE IV - STATUS OF THE AGREEMENT

SECTION I - STATUS OF THE AGREEMENT

A. SUPERSEDING

This Agreement constitutes the bargained agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

B. ENTIRE AGREEMENT

The Agreements expressed herein in writing constitute the entire Agreement between the parties.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated herein, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

C. FEDERAL AND STATE LAWS

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities she/he may have under the laws of the state of Washington and of the United States or other applicable regulations.

D. AGREEMENT EFFECTIVE

This Agreement shall become effective as executed by authorized representatives of the Board and the Association.

E. AMENDMENT OF AGREEMENT

This agreement shall only be amended by mutual consent of both parties. Such amendments shall be reduced to writing and ratified by the Board and the Association.

F. SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to any existing or future law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by such law, but all other provisions of this Agreement shall continue in full force and effect.

G. CHANGES IN CURRENT POLICY

The Board agrees to effect any changes in current policies, rules, or regulations which are in conflict with this Agreement.

SECTION II - CONTRACT COMPLIANCE AND DISTRIBUTION

A. COMPLIANCE OF INDIVIDUAL CONTRACTS

Individual Contracts - All Individual Contracts offered to faculty members by the Board shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. DISTRIBUTION OF THE AGREEMENT - (TIME, FORMAT AND AVAILABILITY)

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed. Copies of the Agreement will be presented to all full-time members of the Bargaining Unit. Part-time faculty will be informed that they may obtain a copy from the Personnel Office upon request. Thirty additional copies shall be provided to the Association. All newly-hired full-time faculty members shall be provided a copy of the Agreement by the Personnel Office upon issuance of their individual contract. A copy of the Agreement shall be available to all applicants for faculty positions for review.

ARTICLE V - RIGHTS OF MANAGEMENT

The Employer has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of Community College District VIII to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsi- bilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE VI - FACULTY PARTICIPATION IN COLLEGE GOVERNANCE

PREAMBLE

It is recognized by the parties that a governance system which provides for the exercise of the professional judgment and expertise of the faculty is desirable for the successful operation of the College. The Association recognizes the right of the Board to establish or modify the policies, procedures, and organizational structures of the College so long as such establishment or modification does not alter or change the terms and conditions of employment as set forth in this Agreement. It is also recognized that faculty shall have opportunity to participate in the development, and maintenance of the College as an effective organization. Existing policies adopted by the Board related to Instructional, Student Services, and Library Media matters which impact faculty working conditions and which are not covered by this Agreement shall not be terminated or modified without prior consultation with the Association.

SECTION I - MAINTENANCE OF THE GOVERNANCE SYSTEM

A. GOVERNANCE

A governance system which allows effective and orderly utilization of faculty professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, the All-College Council as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by the parties.

Additionally, the Board and Association hereby appoint a task force to explore the feasibility of initiating a faculty senate. The task force shall be comprised of faculty members appointed by the Association President and administrators appointed by the College President. The majority of the task force shall be faculty. Recommendations shall be made to the College President and the Association President by February 1, 1988. Implementation of recommendations shall be predicated upon mutual agreement of the Board and the Association.

B. TRANSFERRAL OF PROGRAMS BETWEEN AND WITHIN ORGANIZATIONAL UNITS

A program may be moved from an organizational unit to another organizational unit and within organizational units provided that prior consultation with the Program Chairperson (or in the case of non-instructional areas, all faculty impacted) has been accomplished. Announcements of the proposal shall be distributed to each Organizational Unit in a timely manner to allow potentially impacted faculty to consult.

SECTION II - ENABLING ELEMENTS

It is agreed that administrative structures shall provide for faculty involvement and participation in institutional affairs. Such structures include, but are not limited to, the following:

A. COMMITTEES AND TASK FORCES

Faculty membership on standing committees as existing in accordance with the latest revised FACT Book shall be continued. Additional ad hoc committees or new standing committees or task forces providing faculty participation to accomplish institutional objectives will be established as appropriate. It is further agreed that every effort shall be made to have equitable distribution of committee and task force appointments among faculty.

B. INSTRUCTIONAL PROGRAM CHAIRPERSONS

1. PROGRAM MANAGEMENT FUNDING AND STIPENDS/ RELEASE TIME

a. ORGANIZATIONAL UNITS FUND ALLOCATION FACTORS. Program management funds shall be allocated to organizational units on the basis of program units as determined by the following factors (using previous years data): Program management funds expended annually shall not be less than those expended in the 1985-86 academic year.

Factor	Program Unit Value
1. Number of programs located within the organizational unit	1
2. Number of programs that combine two or more disciplines	1
3. Each fifty (50) annualized FTE's or portion thereof enrolled in all programs	1
4. Each full-time faculty or portion thereof	075
5. Each occupational program	.5
6. Programs with off campus clinical locations	.5
7. Each FTE part-time faculty or portion thereof	1.36

b. PROGRAM UNITS. Each program unit shall have the following values:

1. $135.00 for Organizational Units where 50% or more of the programs are academic ($139.00 effective 01/01/89).
2. $185.00 for Organizational Units where 50% or more of the programs are vocational ($191.00 effective 01/01/89).

c. DECISION PROCESS. Each Organizational Unit shall develop a consensual process for review of the following:

1. NUMBER OF PROGRAMS. Discipline integrity shall be maintained. Programs may be combined into management units with appropriate rationale.

2. STIPEND/RELEASE TIME ALLOCATIONS shall be based upon the differing responsibilities of program chairpersons including but not limited to, the following factors:
    a. Number of full and part-time faculty
    b. Requirements of faculty (e.g. vocational certification, number of preparations, number of advisees, training in first aid and safety, articulation requirements with four-year institutions, program review, etc.)
    c. Advisory committee involvement.
    d. Number of students.
    e. Number of sections.
    f. Equipment requirements.
    g. Number and location of facilities.

d. RECOMMENDATION

1. Each Organizational Unit shall present to the Dean of Instruction its recommendations concerning number of program stipends, amount of stipend/release time and the process utilized in generating the recommendation no later than November 1, annually.
2. The Dean of Instruction shall notify each Organizational Unit and the Association of her/his approval/disapproval of the recommendation no later than November l5, annually.

e. IMPLEMENTATION.

Approved Organizational Unit recommendations shall be effective September 1, annually.

2. ELECTION AND APPOINTMENT

Program Chairpersons are faculty representatives who shall be elected by the full-time faculty from the full-time faculty within a given instructional program. They shall be subsequently appointed to their position by the Organizational Unit Administrator.

3. TERM OF OFFICE

The term of office shall be for three (3) years and the Program Chairperson may be reelected and reappointed.

4. GENERAL RESPONSIBILITY

Program Chairpersons are faculty members who represent their peers in matters pertaining to the welfare and progress of their programs. It shall be the responsibility of the Program Chairperson to provide a primary interface between faculty and the Organizational Unit Administrator. Such interface shall include advising and submitting recommendations to the administration regarding any program-related matters deemed appropriate by members of the program. They shall seek the aid and counsel of the faculty members they represent in matters pertaining to the program or organizational unit within which the program operates.

C. FACULTY PARTICIPATION IN THE DEVELOPMENT AND REVIEW OF PROGRAMS

Appropriate faculty shall be invited to participate in the design, development, implementation, evaluation and review of programs. The Association shall be consulted in a timely manner regarding all such activities.

ARTICLE VII - ASSOCIATION RIGHTS

SECTION I - CONTRACT ADMINISTRATION AND PRESIDENTIAL CONSULTATION

A. CONTRACT ADMINISTRATION

The college President or her/his designee shall meet with official representatives of the Association for the purpose of interpretation of the language and intent of this Agreement at least monthly or as reasonably necessary as mutually determined. A log of initialed minutes shall be kept by the President's Office and shall include subjects discussed, communications exchanged and disposition of subjects discussed.

B. PRESIDENTIAL CONSULTATION

The college President or her/his designee shall meet with the President of the Association or her/his designee at the request of either party to discuss issues of concern.

SECTION II - RIGHT TO INFORMATION

A. MINUTES, AGENDA AND RELATED STUDY MATERIALS

The Association shall be furnished seven (7) copies of minutes, agenda and related study materials at the same time and in the same form as those furnished the public and the Board.

B. ACCESS TO BOARD MEETINGS

An officially designated Association representative or agent shall have the right to appear at Board of Trustees open meetings and may request to place matters on the agendum in accordance with Board Bylaws.

C. RIGHT TO BOARD POLICIES AND PROCEDURES MANUAL

The Association shall be provided a current copy of the Board of Trustees Policies and Procedures Manual and t copies of the FACT Book and any amendments made t

SECTION III - RIGHT TO FACILITIES

A. MEETING ROOMS

The Association and its duly authorized representatives shall have the right to the reasonable use of the college's facilities for Association business meetings. No charge shall be made for the Association's use of such facilities, provided no special arrangements or services are required to accommodate the Association's requirements.

B. ASSOCIATION BUSINESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, without interrupting previously scheduled activities.

C. USE OF FACILITIES

The Association shall have the right to the reasonable use of the college's facilities and equipment for Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating equipment, computers, word processors and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. However, the Association will be required to reimburse the college when non-Association employees of the college such as staff personnel are utilized to operate such equipment.

D. POSTING OF ASSOCIATION NOTICES

The Association shall have the exclusive right to post notices of its activities and matters of Association concern on bulletin boards in accordance with applicable campus regulations and shall have the right to use on-campus distribution services and faculty mailboxes for communication to faculty members.

E. ASSOCIATION OFFICE

The Board agrees to provide on-campus office facilities for the Association without charge. The Association Office (C221) shall be equipped by the College.

SECTION IV - REPRESENTATION MATERIAL

The Board agrees to furnish the President of the Association all information available to it concerning the faculty staffing and financial resources of the college including but not limited to annual financial reports, registry of faculty (updated quarterly), tentative budgetary requirements and allocations, agenda and minutes of all open meetings, names and position on salary schedules of all faculty members in the Bargaining Unit and such other information as will assist the Association in bargaining and administration of the Agreement.

SECTION V - CONFERENCES AND MEETINGS AND RELEASE TIME

A. Participants in Tenure Review proceedings, official Association conferences or meetings, and Legislative and SBCCE meetings on behalf of the Association shall suffer no loss in pay related to such participation. Whenever possible, advance notice of such meetings shall be provided to the appropriate administrator and every effort shall be made to not disrupt professional work schedules. The total number of aggregate days utilized for such purposes shall not exceed ten (10) in any one year.

B. The President of the College shall make available one-third (1/3) release time for the President of the Association.

SECTION VI - PAYROLL DEDUCTIONS

The Association shall have the right to exclusive payroll deduction of membership dues for faculty, and the Employer shall deduct such dues for each member who authorizes such deduction in writing and shall remit such dues to the authorized Association representative.

ARTICLE VIII - FACULTY RIGHTS

SECTION I - WORKING ENVIRONMENT

Contingent upon budget and fiscal limitations as determined by the Board of Trustees, facilities and equipment currently made available to faculty members in order that the person's teaching, counseling, coaching, librarian or media specialist function may be best carried out, shall be continued.

SECTION II - FACULTY PROTECTION

A. LEGAL PROTECTION

1. As provided for in RCW 28B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against a faculty member arising out of the performance or failure of performance of duties for the College, within or without the Bellevue Community College facilities, the Board of Trustees may grant a request by a faculty member that the Attorney General be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the College.
2. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.
3. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.
4. The provisions of this section shall not apply unless the Board has made a finding and determination by resolution that the faculty member was acting in good faith.

B. RIGHT TO DUE PROCESS

No faculty member shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the faculty member prior to any meeting. A faculty member shall have the right to have one individual of her/his choice present at any meeting wherein the faculty member believes s/he may be reprimanded, disciplined, or denied rights available under this Agreement. If the faculty member desires to have a witness or counsel present, the interview shall be delayed until said witness is present; but the interview may be rescheduled for a time within five (5) days by the Dean or OUA and it shall be the responsibility of the faculty member to have his/her witness present as long as the interview is rescheduled for a reasonable time and held within five (5) days.

C. NONDISCRIMINATION AND PERSONAL LIFE

There shall be no disciplinary measures taken nor discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, color, creed, national origin, domicile, sexual preference, political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon bona fide occupation qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular faculty member involved. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board, provided that all contractual obligations and responsibilities are fully performed.

D. SAFETY

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow safety rules and procedures as they shall be from time to time promulgated. Faculty shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin.

E. RIGHTS OF FACULTY MEMBERS

The Employer shall not interfere with the legal right of faculty members to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it shall not discriminate against any faculty member with regard to wages, hours and working conditions because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

SECTION III - INDUSTRIAL ACCIDENT INSURANCE

Faculty shall be covered under Washington State Industrial Accident Insurance in compliance with applicable laws. Any difference between such coverage and normal compensation shall be covered by accumulated sick leave on request.

SECTION IV - PERSONNEL FILES

A. It shall be the policy of Bellevue Community College that the Personnel Officer shall maintain a single personnel file for each faculty member of Bellevue Community College for the purpose of recording all documents and matters concerning the faculty member's employment and performance while in the service of Bellevue Community College District VIII.

B. A faculty member may upon written request be permitted to examine her/his file, excepting materials from other colleges and places of employment marked confidential. Only employers' and/or personal references may be considered confidential.

C. The faculty member shall have the right to answer any material filed and her/his answer shall be attached to the file copy. S/he shall also have the right to examine his/her file in the presence of the the Director of Personnel, and with the concurrence of the Director of Personnel, remove any subject materials preceding the faculty member's date of employment except as noted in Item B. above.

D. No material derogatory to a faculty member's conduct, service, character or personality shall be placed in the file without affording the faculty member an opportunity to read the material; and if s/he desires, s/he may discuss the matter with the Director of Personnel. The faculty member shall acknowledge that s/he has read such material by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its content.

E. The faculty member shall be permitted to reproduce any material in her/his file excepting materials from other colleges and places of employment marked confidential as noted in Item B.

F. A copy of the individual faculty member's records from the Sabbatical Leave Committee, Advancement Committee, and Tenure Review Committee shall be forwarded to the Director of Personnel for entry in the official personnel file of the faculty member.

SECTION V - MATERIALS OWNERSHIP PROVISIONS

A. MATERIALS DEVELOPED WITHOUT DISTRICT TIME OR RESOURCES

The ownership of any materials, processes or inventions developed solely by a faculty member's individual effort and expenses all vest in the faculty member and be copyrighted or patented, if at all, in her/his name.

B. MATERIALS DEVELOPED WITH DISTRICT RESOURCES

The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in the College's name.

C. WRITTEN AGREEMENT

In those instances where materials, processes or inventions are produced by a faculty member with college support by way of use of significant personnel time, facilities, or other college resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

SECTION VI - ACADEMIC FREEDOM

A. Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions concerning the significance of evidence that the faculty member considers relevant. The faculty member must be free from the corrosive fear that others, inside or outside the College, because their visions may differ, may threaten that faculty member's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the faculty members' ability to present in this context subject matter related to her/his discipline.

B. Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.

C. Each faculty member is free to present her/his ideas in the learning situation where s/he has professional competence and responsibility. Each faculty member shall be free from instructional censorship or discipline, when that member speaks, writes or acts, as long as s/he exercises academic responsibility. For example, all sides of controversial issues should be exposed, and students should be permitted to present freely their own views even though these views may clearly differ from those held by the faculty member.

SECTION VII - PARKING

The employer shall provide parking facilities for the faculty without charge.

SECTION VIII - FACULTY FACILITIES

A. FACULTY/STAFF CONFERENCE ROOM AND LOUNGE

The employer agrees to provide a conference room and lounge which shall be reserved exclusively for use by faculty, staff and their guests.

B. FACULTY/STAFF DINING FACILITIES

The employer agrees to provide a faculty/staff dining area in the cafeteria building. Such area shall be for the exclusive use of faculty and staff between 11:30 a.m. and 1:30 p.m. daily with the exception of regularly scheduled Board meeting days.

SECTION IX - PROFESSIONAL DEVELOPMENT

A. AFFIRMATION

The Board affirms that continued personal growth of individual faculty and staff members and professional and program development are important means of improving the total effectiveness of the College. The college environment should encourage individual responsibility in the pursuit of these objectives. Where possible, activities to facilitate faculty development should include: (1) inservice training; (2) faculty retraining opportunities; (3) attendance at workshops, conferences, retreats, seminars; (4) ethnic awareness related activities; (5) internship and apprenticeship experiences; (6) visitation and/or faculty exchanges; (7) release time and leaves; (8) institutional research projects; (9) curriculum development projects; (10) interpersonal relationship experiences and (11) special-needs students training.

B. FACULTY INSERVICE TRAINING PROVISIONS

Inasmuch as both the Association and the Board support the concept of faculty development, retraining, and inservice training, the Board agrees to continue existing levels of support contingent upon budgetary and fiscal limitations.

C. PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP
It is agreed that the Professional Development Committee shall include one faculty member from each Organizational Unit.

2. FUNCTIONS
It shall be the function of the committee to plan for each year developmental activities, workshops, lectures and seminars consistent with A. and B. above.

SECTION X - TUITION AND FEE WAIVERS

Pursuant to the Policies and Procedures Manual, Chapter Five, 5094, the Board will provide tuition and fee waivers for all annually-contracted faculty.

SECTION XI - GRIEVANCE PROCEDURE

The College and Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Association grievances as provided for below. In presenting a grievance, the aggrieved, her/his representatives(s) and witnesses are assured freedom from restraint, interference, coercion, discrimination or reprisal.

A. DEFINITIONS

1. A "GRIEVANT" shall mean a faculty member or group of faculty members or the Association.

2. A "GRIEVANCE" shall mean the alleged violation, misinterpretation or misapplication of the terms and provisions of this Agreement.

3. "DAYS" as used in this section shall mean calendar days. Failure by the grievant to comply with a time limit at any step shall constitute acceptance of the employer's last answer. If the employer fails to comply with the grievance time limit at step 1, the grievance shall be advanced automatically to Step 2. If the employer fails to comply with the grievance time limits at Step 2, the grievance shall be settled in favor of the grievant(s). Time limits may be waived or extended by written mutual agreement.

B. RIGHTS TO REPRESENTATION

Upon request of the grievant(s), an Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

C. INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to have the problem adjusted without the intervention of the Association. A grievant may be represented at all stages of the grievance procedure by her/himself, or by any other individual of her/his choice. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and to be notified in writing as to the disposition of the matter.

D. PROCEDURE

1. STEP ONE
Within thirty (30) days of the knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the appropriate Dean. The Dean shall arrange for a Step One meeting with the grievant and/or the Association, to take place within five (5) days of her/his receipt of the grievance. The appropriate Dean shall provide the grievant and the Association with a written answer to the grievance within ten (10) days of receipt of the grievance. Such answer shall include the reasons upon which the decision was based.

2. STEP TWO
If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President or her/his designee within five (5) days. The College President or her/his designee shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the representation such witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the College President or her/his designee will have ten (10) days to provide her/his written decision, together with the reasons for the decision, to the grievant and the Association.

3. STEP THREE
    a. If the grievant is not satisfied with the disposition of her/his grievance at Step Two, s/he may within twenty (20) days of the Step Two answer request in writing that the Association submit her/his grievance to arbitration. The Association may, by written notice to the College President or her/his designee, within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

    b. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association.

    c. The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue her/his decision not later than thirty (30) days from the date the final statements and proof are submitted to the AAA. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted, unless both parties have requested abench decision. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

E. JURISDICTION OF ARBITRATOR

Only grievances which involve an alleged violation by the Employer during the term of this Agreement and which are processed consistent within the time limits herein provided shall be subject to arbitration. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
2. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the rovisions of this Agreement; and
3. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
4. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
5. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs to AAA by the parties unless waived by the parties.
6. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
7. No arbitrator shall have the authority to remand an issue back to the parties for bargaining.

F. FEES AND EXPENSES

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the faculty members affected consistent with the terms of this Agreement.

G. ADMINISTRATIVE CHANNELS

Nothing in this Article shall be construed to preclude a faculty member from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

H. INFORMATION

The Board and the Administration will furnish the Association appropriate information as is requested for the processing of any grievance. Should Step Three processing of any grievance require that a faculty member or Association representative be released from her/his regular assignment, s/he shall be released without loss of pay, provided appropriate class coverage is accomplished.

I. CONFIDENTIALITY AND FILES

1. All documents, communications and records dealing with the processing of any grievance shall be filed separately from the personnel file of the participants.
2. All matters pertaining to specific grievances shall be confidential information and shall not be indiscriminately divulged by participants in the grievance adjusting process.

SECTION XII - DEDUCTIONS

Upon appropriate written authorization from the faculty member and consistent with OFM/WCCC procedures, the District shall deduct from the salary of the faculty member and make appropriate remittance for those items for which the District is authorized to make deduction such as, but not limited to, Association dues, retirement plans, insurance annuities, payroll savings for bank, or credit union, savings bonds, United Way, and political action committee contributions provided that twenty-five (25) or more employees have authorized the deduction as provided by RCW 41.04.230, on the same day salary checks are issued, and additional deductions which are agreed upon by the Board and the Association.

SECTION XIII - RETIREMENT

A. Faculty shall retire at the end of the academic quarter following the attainment of age seventy (70) or on the last day of the Spring Quarter preceding their 70th birthday should it occur between the end of Spring Quarter and the beginning of Fall Quarter. Nothing in this section will preclude faculty from petitioning for an extension of the retirement age. Application for extension of retirement age shall be made to the President at least one quarter prior to the scheduled retirement. Determination shall be made by the Board and communicated to the applicant.

B. RETIREMENT PROGRAM

This retirement program is established for the express purpose of encouraging the retirement of tenured faculty members at a time earlier than the faculty member may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the faculty member.

1. ELIGIBILITY

   Tenured faculty members are eligible to apply for one of the three retirement options established by this program:

   a. Faculty members who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.

   b. Within thirty (30) days of receipt of a faculty member's application for one of the options provided herein, the College President, or his/her designee, shall inform the faculty member as to whether the faculty member's choice of one of the options is of bona fide benefit to the College.

   c. Faculty member applications for one of the options provided herein shall be reviewed on a case-by-case basis. A faculty member may apply for only one option at a time. Should an option not be approved, the faculty member may request that an alternative option be considered.

   d. Where any faculty member's application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the faculty member and the College President, or his/her designee.

2. RETIREMENT OPTIONS

   These options are exclusive and only one option shall be granted to a faculty member. However, variations from the options described below may be agreed upon by the faculty member and the Board. The Association shall be apprised of the nature and scope of such variations prior to execution of the Agreement.

a. TENURE PURCHASE OPTION

Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of faculty members in exchange for the faculty member's separation from service at a time earlier than that required by law. Where a faculty member's application for this optionis approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the faculty member's retirement or a later day mutually agreed upon by the college and the faculty member. Such payments shall be made according to the following schedule:

Effective Date of Retirement	**Total Payment**	**Maxi. Payment Per Year**
Before 64	1½ times Annual Salary Placement (ASP)*	½ times ASP
Age 64	1 times ASP	½ times ASP
Age 65 & beyond	½ times ASP	½ times ASP

*"Annual Salary Placement" shall mean the salary placement of an faculty member during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.

1) Payments may be spread over the period of years between the effective date of retirement and age 70.
2) Upon the death of the faculty member participating in this option, the faculty member's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.
3) Payment under this option shall have no effect on the calculation of retirement benefits.

b. PHASED RETIREMENT OPTION

The phased retirement option provides for part-time employment following a faculty member's retirement from his/her full-time appointment. Where a faculty member's application for this option is approved, he/she shall enter into an agreement with the College in which the faculty member makes an intentional, intelligent, and voluntary waiver of any and all tenured rights and the College agrees to employ the faculty member on a part-time basis in the future. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the faculty member, subject to limitations set out below:

1) Faculty members who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.
2) Faculty members who are participants in TIAA-CREF who are not eligible for upplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at a level of 80 percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.
3) Faculty members who are participants in WSTRS may work no more than seventy-five (75) days per academic year; provided that a faculty member who is a participant in WSTRS may work no more than seventy-five (75) days per academic year if the faculty member makes an intelligent, voluntary and intentional request to do so with full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over the seventy-five (75) in an academic year; and provided further that faculty members who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978 may not participate in this option due to RCW 41.32.800.
4) Faculty members who are participants in PERS I may work no more than eighty-nine (89) hours per month and no more than six (6) months per fiscal year. Faculty members who participate in PERS II may not participate in this option due to RCW 41.40.690.
5) Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured faculty members, and tenured faculty members shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that the part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time faculty members, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the faculty member for the unneeded services and the agreement between the faculty member and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.
6) It is anticipated that the limitations on part-time employment set out above, if complied with, will protect faculty members from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in subsection 2 above. The College agrees to notify in writing each faculty member who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.

c. ACCELERATED WORK OPTION

Accelerated work option provides for an increase in the assignment of a faculty member during the last year(s) of employment with the College, in return for planned and anticipated early retirement and relinquishment of tenure rights by the faculty member. Where a faculty member's application for this option is granted, the faculty member and the College will agree to an assignment over and above a full-time assignment with the faculty member's agreement to retire and relinquish his/her tenure rights at the end of that period.

1) All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.
2) The payment for the overtime assignment covered under the agreement will be pro-rata of the faculty member's full-time compensation x seventy-two percent (72%).
3) Overtime assignment under this option will not exceed the equivalent of one-half (1/2) of an annual load plus summer quarter assignments.

d. GENERAL PROVISIONS

General provisions applicable to all three options outlined above include the following:

1) A faculty member working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided for in Article X, Section V and Section VI.
2) The decision by the College to grant or deny early retirement option shall not be subject to the grievance procedure contained in this Agreement. Once any option is agreed to, the implementation of such agreement shall be subject to the grievance procedure.
3) Approval of a faculty member's application for one of the three available options is the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
4) Each and every written agreement entered into by a faculty member and the College, as required by Section XIII, B.1.d above, shall by its terms incorporate by reference all terms of this program as set out herein.

C. EMERITUS FACULTY

In recognition of valued service to Bellevue Community College, faculty members with ten (10) or more years of continuous employment and who retire as members of the following retirement systems -- Washington Teachers' Retirement Plan I and II, TIAA-CREF, Washington Public Employees' Retirement Plan I and II -- shall receive as appreciation for their contribution to the College the following lifetime benefits:

1. Perpetual parking privileges.
2. Library privileges.
3. Gym and locker facility privileges.
4. Tickets to cultural and athletic events sponsored by the College at employee prices.

SECTION XIV ACADEMIC ROBES

The Board shall provide to each new full-time faculty member a cap and gown and hood appropriate to the institution and degree for the faculty member.

ARTICLE IX - LEAVE PROVISIONS

SECTION I - ABSENCES AND LEAVES

All rules pertaining to absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absence due to illness, injury or similar uncontrollable factors. In case of any such absence from the college during normal working hours, a faculty member must notify her/his Organizational Unit Administrator or the appropriate Dean as soon as possible. Authorized leave arranged in advance of the absence is deemed sufficient notification.

SECTION II - GENERAL LEAVE

A. LEAVES OF ABSENCE

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not normally exceed one calendar year. An approved leave of absence shall provide the faculty member with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leaveof absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization or appointment or election to a political or public office.

B. PROFESSIONAL LEAVE

Professional Leave is neither accumulative nor deductible from other leaves to which the faculty member is entitled. Nor, if granted, does the faculty member suffer a salary reduction. Faculty shall be granted leave to attend state and national meetings of their professional organizations related to their discipline or to attend academic or occupational meetings related to their disciplines. Requests shall be submitted to the Organizational Unit Administrator and appropriate Dean at least five (5) days prior to the meeting, or as soon as possible if the faculty member has less than five (5) days notice.

C. EMERGENCY LEAVE

Emergency Leave with pay may be granted to faculty, not to exceed five (5) days per faculty member per year. Emergency Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for Emergency leave will be by form and addressed to the President within thirty (30) days after the date of absence.

The decision regarding this request shall be transmitted to the faculty member within fifteen (15) days of receipt of the request by the President or her/his designee. Situations in which Emergency Leave shall be granted are as follows:

1. The problem must have been suddenly precipitated, or must be of such a nature that pre-planning is not possible, or when pre-planning could not relieve the necessity for the faculty member's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be serious.

D. BEREAVEMENT LEAVE

1. Up to five (5) days, including travel time, will be allowed as Bereavement Leave for each occurrence of a death in the immediate family as defined below. Bereavement Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions.

2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, stepson, stepdaughter, grandchildren, or others with substantially similar relationship to the faculty member.

3. Other than immediate family, when death occurs not covered by this policy and responsibilities of the individual faculty member may make an absence from work mandatory, a special request to the President is required.

E. MILITARY LEAVE

Military Leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

F. JURY DUTY LEAVE AND SUBPOENA LEAVE

1. Should a faculty member be summoned to Jury Duty, the College shall release the faculty member, provided a qualified substitute can be secured. Faculty accepting Jury Duty shall be paid their regular salary. Compensation received from Jury Duty service shall be reimbursed to the college, excluding any regularly acceptable per diem expenses paid by the Court. Jury Duty is not deductible from any other leave to which the faculty member is entitled.

2. Faculty members shall be granted Subpoena Leave as may be required by the Subpoena, and shall be paid her/his regular salary less any compensation received for her/his services, excluding transportation and per diem expenses, except when the faculty is the plaintiff or defendant in such action. This exception shall not apply when the faculty member is named as plaintiff or defendant while in the performance of her/his duties. The President or her/his designee may extend the definition and intent of the Subpoena Leave Policy on an individual basis, in consultation with the Association President.

G. MATERNITY LEAVE/CHILD CARE LEAVE

A faculty member requesting Maternity Leave should, when possible, give written notice to the College at least two (2) weeks prior to the commencement of said Leave. The written request of Maternity Leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the faculty member shall inform the College of the specific day when she will return to work. Such Leave may be, at the option of the faculty member, integrated with Sick Leave with pay to the extent that there is a temporary disability verified by a physician. Maternity Leave shall be granted to married and unmarried women alike. Child Care Leave shall be granted to either parent upon proper application and such Leave shall be without pay except as otherwise provided herein.

H. PATERNITY/ADOPTION LEAVE

1. WITHOUT PAY

Leaves for such purposes may be granted without pay for a period not to exceed one quarter.

2. WITH PAY

Such Leave may be utilized as Emergency Leave as defined herein.

I PART-TIME FACULTY LEAVES

The Employer agrees to continue the existing practices for part-time leaves.

J. ATTENDANCE AT THE LEGISLATURE

If a faculty member has a specific official written request from a Washington State Legislative Committee to give information to a committee meeting of the legislature, the Faculty member may be granted a leave of absence for one (1) day only. The faculty member's request for such a leave of absence shall be submitted to the Organizational Unit Administrator for approval and shall include a copy of the official written request from the Legislative Committee. In the event the scheduled committee meeting or hearing, which is involved in the faculty member's request, is postponed or extended, upon written request, an additional day or days of absence may be approved.

SECTION III - PERSONAL LEAVE

A. NOTIFICATION

In case of illness or injury, a faculty member must report by telephone as soon as it becomes apparent that s/he will be absent from the College during normal working hours and/or that she/he will be unable to meet her/his classes or assigned duties. She/he must keep the immediate Administrator informed of her/his progress and expected date of return to duty. A Faculty Absence Report will be submitted to the Office of Personnel upon review and signature of the immediate Administrator.

B. ACCUMULATION

Faculty under contract full time for three (3) quarters will receive twelve (12) days Personal Leave commencing with the first day on which work is to be performed. Personal Leave may be accumulated after the first three-quarter period of employment at a rate of one (1) day for each calendar month and may be taken any time.

C. PERSONAL LEAVE

Personal Leave shall be available for full-time faculty to cover absences related to illness, injury, bereavement, and emergencies as herein defined.

D. NO LIMIT

Pursuant to applicable statute, each faculty member's unused Personal Leave allowance shall accumulate from year to year without limit.

E. COMPENSABILITY

1. Faculty may cash in unused compensable Personal Leave days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's per diem pay for each four (4) full accumulated compensable Personal Leave Days. On January 1 of each year each faculty member, at her/his option may cash in their unused Personal Leave earned during the previous calendar year less Personal Leave days actually utilized during this period.

2. At the time of separation from the District due to retirement or death, each faculty member or the employee's estate shall receive remuneration at a rate equal to one (1) day's per diem for each four (4) full days accrued compensable Personal Leave.

3. All days earned between 6-13-80 and 8-31-82 shall be deemed compensable. All days earned after 9-1-82 shall be deemed compensable on the basis of one day per month worked. Compensable days accrued prior to 6-13-80 shall

be calculated on the basis of one (1) day for each calendar month during which full-time contractual services were performed, up to 144 days. Remaining days accrued shall not be forfeited and shall be deemed non-compensable.

F. TRANSFERABILITY

Accumulated Personal Leave shall be transferable from one community college district to another in accordance with applicable statute. Accumulated Personal Leave will be granted to such persons when s/he returns to the employment of this District or College. All leave transferred into the District shall be computed on the same basis as E.3 above.

G. EXHAUSTION OF BENEFITS

No deduction in pay will be made up to the total number of days of accrued Personal Leave. Deductions from accrued Personal Leave shall be charged against compensable days until such account is exhausted. Thereafter, charges shall be to non-compensable days until exhausted; provided, however, all days utilized under Emergency Leave Provisions in section II.C shall be charged first to non-compensable days until such account is exhausted. Persons absent beyond the total number of days of accrued Personal leave shall have their pay deducted at the per diem rate of their annual contract for each day of absence.

H. SUBSTITUTES

If a substitute is required, arrangements will be made by the appropriate Dean. The substitute will be given a part-time hourly contract. Nothing herein shall be construed to require the District to provide substitutes or to compensate faculty members for replacing one another except in unusual circumstances approved by the Dean.

SECTION IV - SABBATICAL LEAVE

A. ELIGIBILITY/STIPEND

1. ACADEMIC YEAR SABBATICALS

Bellevue Community College will provide an opportunity for qualified faculty to apply for Sabbatical Leave after three (3) academic years of service to this institution.

Faculty members awarded Sabbatical Leave shall receive a stipend equal to four percent (4%) of their base salary per quarter of service, up to nineteen (19) quarters. The maximum stipend allowance will not exceed seventy-six percent (76%) of the faculty member's base salary. The aggregate cost of such leaves during any year, including the cost of replacement shall not exceed one-hundred-fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. In no case shall the cost of replacement personnel owing to workload factors alone be permitted to prevent a faculty member from being granted a Sabbatical Leave.

2. QUARTER-LENGTH SABBATICALS

Faculty may apply for Sabbatical Leaves of one quarter duration. Faculty members awarded Sabbatical Leaves of one (1) quarter shall receive a stipend not to exceed 76% of their quarterly salary.

B. CONDITIONS

Sabbatical Leaves may be granted under the following conditions:

1. PURPOSE

The purpose of a Sabbatical Leave shall be to improve the professional skills of the faculty member through study, research, and creative work. The college will receive direct benefit of such an experience through the increased effectiveness of those persons participating in a professional leave program.

2. APPLICATION PROCESS/SABBATICAL LEAVE COMMITTEE

The application and a detailed plan including reasons for requesting such Leave shall be submitted in writing to the President and to the Sabbatical Leave Committee. The Sabbatical Leave Committee (SLC) shall consist of four (4) faculty members, two of whom shall be elected by a majority vote of the full-time faculty for a two-year term by May 15 of each year, and two (2) administrators to be appointed by the President.

The Sabbatical Leave committee shall rank the applicants according to time elapsed since the last Sabbatical, the merits of applicants proposal and other factors not related to costs of replacement or salary level.

The President shall transmit the committee's recommendations along with her/his concurrence or alternate recommendation to the Board.

In the event the number of candidates exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should said faculty member not accept such appointment.

3. CONTRACT

When the Board of Trustees grants a Sabbatical Leave, the recipient shall sign a contract with the the employer specifying:

a. The length of the Sabbatical Leave.
b. The amount of sabbatical payment.
c. Performance according to the approved Sabbatical Leave plan while on leave.
d. The requirement that the recipient will return to Bellevue Community College for at least the duration of the leave.
e. The recipient, upon return, shall submit a written report to the President within one month to substantiate her/his Sabbatical Leave activities.
f. Failure to comply with d. above will result in repayment of the Sabbatical Leave salary stipend and benefits in full.

4. EQUIVALENT TIME

The time spent on Sabbatical Leave shall be recognized as equivalent to time spent as a faculty member at Bellevue Community College (excepting Sabbatical Leave entitlement).

5. INTENT TO RETURN

The notice of the recipients intent to return to Bellevue Community College shall be specified in the Sabbatical Leave Contract.

6. RESPONSIBILITIES

Faculty on Sabbatical Leave shall ordinarily be free of any and all responsibilities to the College except those outlined in the leave program. In extraordinary circumstances, such faculty shall be responsible to requests by the District to take care of emergency concerns which cannot wait until the end of the leave, without undue harm to persons or programs, as long as such requests shall be arranged so that it is reasonable, convenient and does not interrupt the leave program. Such response shall be either in person or through a designee, who might be a colleague, program chair or administrator.

C. LEAVE APPROVAL

All Sabbatical Leaves require the approval of the Board of Trustees. The number of Sabbatical Leaves approved by the Board shall be subject to fiscal and budget restraints as well as the applicable statutory maximums. No Sabbatical Leaves may be granted for less than one (1) quarter.

SECTION V - SPECIAL LEAVE CONSIDERATIONS

Efforts will be made to give special consideration in terms of either Sabbatical Leave or Leave of Absence without pay to faculty members who, due to enrollment difficulties, program obsolescence or financial exigency, are threatened with reduction-in-force and wish to retrain for another position currently available or planned to be available in the institution.

ARTICLE X - PERSONNEL POLICIES

SECTION I - EMPLOYMENT AND SELECTION PROCESSES

A. FACULTY EMPLOYMENT PROCESS - ANNUALLY-CONTRACTED

1. VACANCIES

Notice of a faculty vacancy shall be circulated to all presently-employed faculty.

2. FACULTY SCREENING COMMITTEE

a. COMPOSITION

The Faculty Screening Committee shall include the Organizational Unit Administrator, appropriate Program Chairperson, coordinator or director and a minimum of two (2) full-time faculty members from the affected Organizational Unit and a member of the Affirmative Action Committee.

b. DUTIES

1. The Committee should involve as many of the appropriate Organizational Unit members as possible in determining the qualifications and selection of the candidates.

2. The Committee will work with the appropriate Dean to establish qualifications desired for the position prior to the announcement of the position.

3. The Committee shall recommend candidates for each position to the appropriate Dean for her/his acceptance or rejection. Affirmative Action Policies and Goals shall be fully addressed. If all recommended candidates are rejected, the appropriate Dean will fully document her/his reasons for rejection. Thereafter, the Committee shall repeat the screening process.

4. Part-time faculty who have taught at Bellevue Community College in a discipline or program area which has an opening for an annually-contracted position shall have the opportunity to apply for that position. Performance effectiveness at Bellevue Community College will be considered in evaluating the relative merits of the candidate.

3. The procedures delineated above shall not be applicable in instances involving the reassignment of currently-employed District personnel to areas where they are qualified.

SECTION II - INITIAL SALARY PLACEMENT REQUIREMENTS - FULL-TIME FACULTY

A. INITIAL PLACEMENT REQUIREMENTS

1. COLUMN A

Column A must meet one of the following requirements:

a. Master's Degree.
b. Bachelor's degree plus three (3) years relevant experience.
c. Journeyman certificate plus six (6) years in the trade or occupation.
d. Ten (10) years of practical experience in the trade or occupation in which the person will teach.
e. Five (5) years of formal teaching in trade or occupation. Faculty who do not meet one of the above minimum requirements will be placed on A-1.
f. Librarians shall be certified by the State Board for Certification of Librarians according to RCW 27.08.010.

2. COLUMNS B or C

Columns B or C may only be used in exceptional situations with the expressed approval of the Dean of Student Programs and Personnel Services.

B. EXPERIENCE CREDIT

1. Initial placement on the salary schedule will be on the step corresponding to the number of years relevant experience.

2. Additional experience beyond those used in Section II.A. under Column A will be evaluated by the President to determine the step and column on which the individual will be placed.

3. The relevance of experience will be evaluated by the President of the College subject to review by a representative of the Association.

4. A maximum of two (2) years military experience shall be considered relevant; six (6) to eighteen (18) months military experience will count as one (1) year: over eighteen (18) months will count as two (2) years.

5. Teaching assistantships, library assistantships, counseling assistantships and research assistantships shall be given experience credit upon the recommendation of colleagues and the approval of the Director of Personnel.

6. Experience credit for placement on the salary schedule will be given for faculty experience gained as a part-time faculty member. The total number of credits taught or hours counseling or as a librarian on a part-time basis will be divided by the number of credits/hours which normally constitute a full-time load to determine the number of years of experience.

7. From one-half (1/2) to one and one-half (1-1/2) years (academic or calendar, whichever is appropriate) will constitute one (1) year of relevant experience credit.

8. Only one (1) year of experience credit may be gained in any one (1) calendar year.

C. DEGREES AND CREDENTIALS

1. DEGREES
Initial salary placement shall be assigned upon the basis of official documented evidence of college and university degree(s). Degrees acceptable for salary placement shall be from colleges and universities approved by any recognized accreditation organization.

2. DEGREE NAMES
The terms "Bachelor of Arts and Doctor of Philosophy," as used typically to describe academic qualifications are not restrictive. Any Bachelor's, Master's or Doctor's Degrees other than an Honorary Degree and which meet the requirements of C.1 above shall be approved for salary placement.

3. CREDENTIALS
All new faculty and currently employed district personnel reassigned to faculty status shall be required to present credentials which conform to the qualifications for the position. In the event the established qualifications are not met, reassigned personnel shall undertake as recommended by the Organizational Unit Administrator and approved by the Dean, a program of studies, including course work, conferences, etc. to achieve the required qualification. Such program shall be completed within two years of date of employment or reassignment as a faculty member.

SECTION III - ADVANCEMENT - ANNUALLY CONTRACTED FACULTY

A. CRITERIA FOR ADVANCEMENT
An annually contracted faculty member shall advance to the next higher column on the salary schedule subject to the three following conditions:

1. S/he has completed at least two (2) years of annually contracted experience in her/his current column placement; and
2. S/he has attained a minimum fifteen (15) Advancement Credits since being placed in her/his current column; and
3. Her/his performance has been evaluated satisfactory or better in the most recent evaluation pursuant to the terms of this or any predecessor Agreement.

B. ADVANCEMENT CREDITS

1. Faculty members may earn credits toward advancement on the salary schedule through any of the following as authorized by the appropriate Dean upon recommendation of the Organizational Unit Administrator:
   a. Any college-level course.
   b. Inservice courses sponsored by the College.
   c. Vocational teacher education courses which apply also for teacher certification or are related to their vocational professional development.
   d. Work experience directly related to faculty member's field.
   e. Conferences or colloquia not covered in a. through d. above may receive inservice credit: one credit for each forty (40) hours of conference, etc.; fractional credits shall be granted.
   f. Other professional experiences may be approved for credit including, but not limited to, grants, textbook reviews, publishing, etc.
2. Advancement Credits are defined as follows:
   a. 1 credit: one (1) college credit (quarter credit hour).
   b. 1 credit: Forty (40) hours of authorized (by the appropriate Dean upon recommendation of the OUA) inservice training.
   c. 1 credit: Forty (40) hours of authorized (by the appropriate Dean upon recommendation of the OUA) specialized training in the furtherance of the individual's assignment.
   d. 1 credit: One (1) week's work experience or community service directly related to faculty member's field as determined by the appropriate Dean upon recommendation of the OUA.

C. PROCEDURE

1. Faculty members shall normally obtain pre-authorization of Advancement Credits to be earned prior to the initiation of the activity. Request for authorization after completion of the activity may be granted under unusual circumstances.
2. Appropriate documentation must be submitted prior to September 1 of any year for the Advancement Credits to be applied for that year.

SECTION IV - TENURE

A. AUTHORITY

1. BOARD OF TRUSTEES
The parties understand that the authority to grant or deny tenure is vested with the Board by RCW 28B.50.850, subject to the terms of this Article. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the non-renewal or renewal of probationary faculty members shall not be subject to the grievance procedure of this Agreement.

2. PROBATIONARY PERIOD
The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarters; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

B. TENURE REVIEW COMMITTEE - COMPOSITION AND SELECTION

1. TENURE REVIEW COMMITTEE COMPOSITION
There shall be an eight (8) person committee composed of members of the administrative staff, a student and six (6) tenured faculty members. The representatives of the faculty shall constitute a majority of the members of the Tenure Review Committee. The members representing the faculty on the Tenure Review Committee shall be selected by a majority of the faculty acting as a body. The Chairperson of each probationer's Tenure Review Evaluation Subcommittee may serve as ex-officio member of the Tenure Review Committee when a recommendation about the probationer is being considered. The President shall make available one-ninth (1/9) release time to the Chairperson of the Tenure Review Committee.

2. TENURE REVIEW COMMITTEE SELECTION

a. One-third (1/3) of the faculty of this committee shall be elected by majority vote of the full-time faculty for a three-year term by May 15 of each year.

b. Nominations for members to this committee shall be made to the Secretary-Treasurer of the Association by May 1 of each year.

c. The President of the Association shall be responsible for printing the ballots and establishing the time and place for polling. Such place and time should be convenient and publicized for all full-time faculty members. The ballots shall be counted by the President of the Association or her/his designee and certified by the Executive Council. The candidates receiving the largest number of votes shall be elected. In the case of a tie, a run-off election involving the tied candidates shall be held in the same manner as prescribed above.

d. The appointed administrator shall be the Dean of Instruction.

e. A student shall be appointed by the President of the Associated Students of Bellevue Community College and confirmed by the Executive Board of ASBCC and Student Senate.

f. In the case of a vacancy on the Tenure Review Committee, an alternate or alternates shall be elected by the process outlined herein to serve the remaining term. This shall be accomplished within ten (10) days of the occurrence of such a vacancy.

C. TENURE REVIEW COMMITTEE DUTIES AND RESPONSIBILITIES

1. DUTIES

The Tenure Review Committee shall provide continuing evaluation of probationers. The Tenure Review Committee shall approve evaluation subcommittees and meet with the committees and probationers in order to assure their orientation and ability to do their functions. It shall periodically advise each probationer in writing of her/his progress and receive the probationer's written acknowledgment thereof. The committee shall at appropriate times make recommendations to the appointing authority as to whether tenure should or should not be granted to individual probationers according to the provisions of this section.

2. RECORDS

The Tenure Review Committee or its designee shall maintain custody of all Evaluation Subcommittee reports and related documents until the Tenure Review Decision process is completed for each probationer. At the completion of the tenure process for each probationer, the committee will forward a copy of its recommendation, together with the summaries for each section of the probationer's tenure document, to the Personnel Office to be added to the probationer's personnel file. The remainder of the document will be returned to the probationer's Evaluation Subcommittee for appropriate disposition. Destruction of materials will be consistent with guidelines in the institutional records office.

3. RECOMMENDATIONS

The Tenure Review Committee, based upon the recommendations of the Evaluation Subcommittee and information independently arrived at, shall recommend to the appointing authority through the President, either to grant tenure or to extend probation, or in the final year, to grant or not to grant tenure to the probationer. The decision to recommend termination of the employment of a probationary faculty member or continue the probation must be made by the Tenure Review Committee by March 15 of the first year's probationary appointment.

4. The Tenure Review Committee shall recommend by March 15 of the second year to grant tenure, extend the probationary period or terminate the employment of the probationer.

5. The Tenure Review Committee shall recommend by January 15 of the third year to grant tenure or to terminate the employment of the probationer.

6. The final decision to award or withhold tenure shall rest with the appointing authority, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and the President.

7. CONFLICT OF INTEREST

Tenure Review Committee members shall exclude themselves from such proceedings in which they are personally involved. These members shall be temporarily replaced under the rules of the original election procedures. Committee members shall exclude themselves from serving on Tenure Evaluation Subcommittees.

D. TENURE EVALUATION SUBCOMMITTEES

Each probationer shall be assigned a four-member Evaluation Subcommittee selected by the organizational units and approved by the Tenure Review Committee.

1. SELECTION

The tenured faculty of the probationer's Organizational Unit shall elect two (2) tenured faculty members to the Evaluation Subcommittee. The probationer shall select the third faculty member, who need not be tenured. The fourth member shall be the appropriate Organizational Unit Administrator.

The Evaluation Subcommittee shall be formed by the sixth week of the faculty member's first quarter. At least two (2) faculty members of the Evaluation Subcommittee shall be within the probationer's Organizational Unit. It is recommended that one faculty member be from outside the probationer's Organizational Unit. The Chairperson shall be a faculty member.

2. VACANCY

A vacancy shall be filled following the procedures set forth above.

3. DUTIES

The Evaluation Subcommittee members shall be responsible for the continuing evaluation of the individual probationer until s/he is either granted tenure or until s/he is no longer employed at Bellevue Community College, or as long as evaluation is needed.

E. EVALUATION OF PROBATIONER

1. EVALUATION EMPHASIS

a. The first responsibility of the Evaluation Subcommittee is to assist the probationer. The evaluation of a faculty member holding a "probationary faculty appointment" under these rules and regulations shall be directed toward improving the probationer's effectiveness in her/his appointment.

b. Evaluation for the "effectiveness in her/his appointment" shall reflect the probationer's performance in accordance with the evaluation standard. The Evaluation Subcommittee shall develop, in consultation with the probationer, a written plan to improve areas of deficiency.

2. EVALUATION STANDARD

a. All probationary faculty shall carry a full workload in accordance with standards described in this Agreement. Such a workload would include instructional assignments in accordance with class schedules, advising of students and office hours. In each case the specific duties of a probationer shall be spelled out in writing at the time of appointment and may be modified from time to time, in writing, by the appointing authority or its designee.

b. The probationer must give evidence of her/his competency in her/his field as judged by the Evaluation Subcommittee.

3. EVALUATION BY EVALUATION SUBCOMMITTEE

a. Utilizing Appendices A through E as appropriate, the Evaluation Subcommittee shall consider:
   1) Self-evaluation by the probationer,
   2) Peer evaluation,
   3) First hand evaluation by one administrator, and
   4) Student evaluations.

The basis for observation shall be the criteria in Appendix A.

b. The evaluation process shall include at least one formal meeting per quarter that clarifies the criteria and procedures and indicates the progress of the probationer.

c. A summary of each item discussed will be written, noting any disagreements. All notations or remarks on evaluative instruments and records shall be initialed by the probationer and a member of the Evaluation Subcommittee.

d. Informal meetings may be scheduled upon request of either party.

e. Based upon this information and other information independently arrived at, the Evaluation Subcommittee shall recommend to the Tenure Review Committee either to grant tenure, to extend or not extend probation. Such recommendations shall be forwarded to the Tenure Review Committee with copies of the final evaluation report.

F. IMPLEMENTATION OF RECOMMENDATIONS

1. The Tenure Review Committee shall review all of the recommendations received from the Evaluation Subcommittee and shall make recommendations to the College President and the Board of Trustees.

2. If in the judgment of the Tenure Review Committee the probationer should be awarded tenure, copies of recommendations shall be sent to the probationer, her/his Evaluation Subcommittee, her/his immediate administrator, the College President and the Board of Trustees.

3. If in the judgment of the Tenure Review Committee the probationer should receive a renewed probationary period for an additional year, then:

   a. Notice in writing shall be sent to the probationer and her/his Evaluation Subcommittee; all evaluations or recommendations for the probationer should report her/his strengths as well as her/his weaknesses.

   b. The probationer shall be notified in conference of those areas of deficiency that need improvement.

4. If in the judgment of the Tenure Review Committee the probationer's annual employment contract should be not renewed, then:

   a. The probationer will be notified in conference withthe Tenure Review Committee of the reason(s) for the Tenure Review Committee's recommendation.

   b. The recommendation shall be in writing to the probationer, her/his Evaluation Subcommittee, the probationer's immediate administrator, the college President and the Board of Trustees citing the reason(s).

5. APPEAL PROCESS

STEP ONE: If the probationer disagrees with the Tenure Review Committee's recommendation to not renew her/his annual contract, the probationer will be given the opportunity to challenge them before that committee provided that the probationer notifies the committee in writing within fourteen (14) calendar days of the date of the Tenure Review Committee's recommendation. The probationer may bring any person s/he chooses to aid or represent her/him.

STEP TWO: The Tenure Review Committee shall be charged with determining whether the evaluation standards have been applied in a fair and equitable manner. The Tenure Review Committee shall have ten (10) calendar days from completion of Step One to hear the probationer's appeal and render a decision.

STEP THREE: If the Tenure Review Committee affirms its findings and if the probationer wishes to pursue the appeal, the probationer shall meet with the college President within five (5) days from completion of Step Two to present informally the reasons for disagreeing with the Tenure Review Committee findings.

STEP FOUR: The Board of Trustees will review the recommendations of the Tenure Review Committee and the recommendations of the President and make its decision (see F.1 above). If the probationer objects to the decision of the Board of Trustees, the probationer may request an appearance before the Board of Trustees. On such request the Board shall grant the probationer the opportunity to argue her/his case before the Board. The President of the College and the Chairperson of the Tenure Review Committee shall also be given an opportunity to argue their respective positions at that time.

The Board of Trustees shall render its final decision before the end of Winter quarter. The Board will communicate its decision in writing to the probationer, the College President and the Chairperson of the Tenure Review Committee. Such Board review will be the final appeal step. Tenure appeals are not subject to the grievance procedure.

a. The Board of Trustees is empowered to award tenure to the probationer after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

b. The Board of Trustees upon receiving the Tenure Review Committee's recommendations shall examine and deliberate upon them with full consideration given for the rationale cited. If the Board of Trustees disagrees with the recommendation(s), the Board shall hold a meeting with the Tenure Review Committee to discuss the disagreement at least five (5) days prior to any final decision.

c. In case the President of the College recommends the granting of tenure either immediately or within the probationary period, s/he shall forward her/his recommendations to the Tenure Review Committee together with the rationale for such a recommendation. If tenure is recommended, then Article X, Section IV.F. Implementation of Recommendations, will be followed. If the recommendation of the Tenure Review Committee is not to grant tenure at that time, both the recommendations and supporting rationale of the President and the Tenure Review Committee shall be sent to the Board of Trustees for its action.

SECTION V - DISMISSAL

A. FACULTY CATEGORIES COVERED

Dismissal of tenured faculty and the dismissal of probationary or temporary faculty during the term of their appointments shall be governed by the remaining subsections of this section. It is agreed that this section provides a means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of this Agreement.

B. SUFFICIENT CAUSE FOR DISMISSAL OF A FACULTY MEMBER

A tenured faculty member shall not be dismissed from her/his appointment except for sufficient cause, nor shall a faculty member who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties.
2. Serious neglect of duty.
3. Malfeasance while acting in the capacity of a College employee.
4. Physical or mental incapacity to perform the functions of the position.
5. Aiding and abetting or participating in:
   a. Any unlawful act of violence.
   b. Any unlawful act resulting in destruction of community college property.
   c. Any unlawful interference with the orderly conduct of the educational process (RCW 28B.50.862).

C. PRELIMINARY PROCEEDINGS CONCERNING THE FITNESS OF A FACULTY MEMBER

When reason arises to question the fitness of a faculty member whose appointment has not expired, the immediate administrator shall discuss the matter with her/him in personal conference. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) days after having been so informed, the faculty member and a representative of her/his own choosing will be afforded an opportunity to meet with the President or her/his designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal hearing for purposes of RCW 28B.19, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, s/he shall recommend that the faculty member be dismissed.

D. FORMAL PROCEDURES RELATING TO DISMISSAL OF A FACULTY MEMBER

1. NOTICE

After the President determines that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Association. The notice shall include:

a. A statement of the time, place and nature of the hearing (the hearing must be held on not less than ten (10) days written notice);

b. A statement of legal authority and jurisdiction under which the hearing is to be held;

c. A reference to the particular rules of the College that are involved;

d. A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether she/he wishes to avail herself/himself of the right to a hearing. If the faculty member fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Association, and Board of Trustees.

Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

2. PROCEDURAL RIGHTS OF AFFECTED FACULTY MEMBERS

An affected faculty member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.

b. The right to be free from compulsion to divulge information which s/he could not be compelled to divulge in a court of law.

c. The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved.

d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 28 B.19 RCW.

e. The right to counsel of her/his choosing who may appear and act on her/his behalf at the hearings.

f. The right to have witnesses sworn and testify under oath.

3. CONDUCT OF FORMAL HEARING

a. APPOINTMENT OF HEARING OFFICER
Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions. The Association shall be consulted prior to the appointment of the hearing officer.

b. RESPONSIBILITIES OF HEARING OFFICER
It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW 28B.19 and this Agreement. The duties of the hearing officer include:

(1) Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which s/he could not be compelled to divulge in a court of law;
(2) Issuing subpoenas;
(3) Taking or causing depositions to be taken;
(4) Regulating the course of the hearing;
(5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
(6) Disposing of procedural requests or similar matters;
(7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
(8) Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
(9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;
(10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
(11) Preparing her or his proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Association and the Board of Trustees;
(12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
    (a) All pleadings, motions and rulings;
    (b) All evidence received or considered;
    (c) A statement of any matters officially noticed;
    (d) All questions and offers of proof, objections and rulings thereon;
    (e) is or her proposed findings, conclusions of law, and a recommended decision;
    (f) A copy of the recommendations of the Dismissal Review Committee.
(13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
(14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance.

c. RESPONSIBILITIES OF DISMISSAL REVIEW COMMITTEE
The responsibilities of the committee shall be:

(1) To receive guidance from the hearing officer regarding the conduct of its responsibilities;
(2) To review the case of the proposed dismissal;
(3) To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses;
(4) To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;
(5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing the written recommendations of the committee will be presented to the hearing officer, the affected faculty member, the President, and the Association.

4. FINAL DECISION BY THE BOARD OF TRUSTEES

The case shall be reviewed by the Board of Trustees as follows:

a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
c. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision-maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

5. EFFECTIVE DATE OF DISMISSALS

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

6. APPEAL FROM FINAL DECISION

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

E. SUSPENSION

Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by her or his continuance. Any such suspension shall be with pay.

F. PUBLICITY

Except for such simple announcements as may be required covering the time of the hearing and similar matters no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

G. COMPOSITION OF DISMISSAL REVIEW COMMITTEE

The Dismissal Review Committee shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the Student Association insuch manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be elected by a majority of the full-time faculty acting as a body. These election(s) shall be conducted by the President of the Association. The faculty members on the initial Dismissal Review Committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.

In no case shall a member of the committee sit in judgment of her or his own case, or the case of heror his spouse.

In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

H. TIME LIMITS

The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

I. SPECIAL PROVISION

Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal rights outlined in Article X, Section V.D. may be waived in favor of final and binding arbitration.

SECTION VI - REDUCTION-IN-FORCE

A. OBJECTIVE

The objective of the reduction-in-force policy and procedure is to provide an orderly method by which the number of faculty can be reduced under the circumstances defined below. At the same time the method of reduction shall result in the retention of those faculty members and faculty positions regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Bellevue Community College.

B. DEFINITION Reduction-in-force shall mean either of the following:

1. Elimination or reduction of financing or elimination or reduction of program.
2. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, para.1 under the following conditions:

   a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
   b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

C. REDUCTION-IN-FORCE UNITS AND PROCEDURE FOR ASSIGNMENT

1. Reduction-in-force units shall be established as follows and each tenured faculty member holding a probationary or temporary faculty appointment shall automatically qualify for assignment to any reduction-in-force unit in which one-third or more of the faculty members' current assignment(s) are performed (not to exceed two (2) units).

   The College shall provide the opportunity for each faculty member to claim rights to one additional reduction-in-force unit in October of any year based upon the following criteria:

   a. the faculty member possesses a Bachelor's degree or equivalent (45 quarterly credit hours) in the discipline, or
   b. the faculty member has taught a significant number of courses in the additional unit at the College within the last three academic years, or
   c. the faculty member has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or
   d. the faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.

2. REDUCTION-IN-FORCE UNITS

   Accounting
   Administration of Criminal Justice
   Anthropology
   Art
   Associate Degree Nursing
   Astronomy
   Biomedical Photography
   Business Administration
   Communications
   Continuing Ed. Nursing
   Counseling
   Dance
   Data Processing
   Diagnostic Ultrasound
   Drafting/Engineering Technology
   Drama
   Early Childhood Education
   Economics
   Engineering - Transfer
   English
   Environmental Horticulture
   Fashion Merchandising
   Foreign Language
   General Business
   Geography
   Graphic Arts
   History

Health Education
Home Economics/Consumer Ed.
Interior Design Technology
International Studies
Library
Life Sciences
Marketing
Mathematics
Media Technology Program
Music
Office Professions
Parent Education
Philosophy
Physical Sciences
Political Science
Pre-Physical Education
Psychology
Radiologic Technology
Real Estate
Recreation Technology
Sociology
Speech
Welding and Related Technologies

Additional reduction-in-force units may be created to reflect new programs after consultation with the Association pursuant to Article VII, Section I.

3. Reduction-in-force unit lists shall be developed annually by the President. Each faculty member shall be ranked in the appropriate reduction-in-force unit(s) in accordance with the seniority procedures defined herein. These lists shall be published and/or posted on or before November 10 of each year. Any disputes regarding reduction-in-force unit assignment(s) shall be submitted to expedited arbitration utilizing the American Arbitration Association.

D. ORDER OF REDUCTION

If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority.

E. SENIORITY

1. DEFINITION

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leave of absence, sabbatical, lay-offs and faculty members employed by District 405 prior to July, 1967. The person with the highest number of qualifying years shall be the most senior: in the case of ties, seniority shall be determined in the following order:

a. First date of the signature of a letter of intent to accept employment or first date of signature of an Employer Contract, whichever is earlier.
b. First date of application for employment.

2. FACULTY/ADMINISTRATIVE APPOINTMENT

Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the faculty member, as part of her/his regular contract, continues to function as a faculty member at no less than 2/9 regular faculty load for her/his division. In the case of a faculty member who moves to an administrative position without continuing a 2/9 faculty assignment as part of her/his regular contract, seniority shall remain at the same level as when the faculty member moved to an administrative post. If the same member returns from administration to full-time faculty assignment or assumes a 2/9 or more faculty load as part of her/his regular contract, seniority shall continue from the seniority level the member had reached when s/he moved to an administrative post.

F. IMPLEMENTATION OF REDUCTION IN FORCE

1. PRELIMINARY PROCEEDINGS CONCERNING REDUCTION-IN-FORCE

a. When the President determines that a reduction-in-force is necessary based on B.1. above, and has selected the affected faculty member(s) to be reduced, the initial step shall be for the President to meet with the affected faculty member and discuss the proposed reduction-in-force with the individual faculty member in personal conference which shall be an informal proceeding for purposes of RCW 28B.19. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.
b. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in B.2 above, the President shall select the affected faculty member(s) to be reduced and meet with the faculty member in personal conference, which is an informal proceeding for the purpose of RCW 28.B.19, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.
c. The Association shall be notified in writing at least one workday prior to all meetings held pursuant to 1., a. or b., above.

2. FORMAL PROCEDURES RELATING TO REDUCTION-IN-FORCE OF A FACULTY MEMBER

The formal procedure relating to dismissal of faculty members (Section V D.) and Section VI (F.,G., and H.) of this Article shall be followed except as modified below:

a. "Dismissal shall be replaced by "Reduction-in-Force."
b. In the case of a reduction-in-force for the reasons set forth in B.1. above, the statement required by D.1.d. shall include the grounds for reduction-in-force as delineated in B.1 and the basis for selection of the affected faculty member. In the case of a reduction-in-force for reasons set forth in B. above, this shall clearly indicate the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in B.2. above. In either event the notice must also indicate the effective date of separation from service.
c. In the case of a reduction-in-force for reasons set forth in B.2. above, at the time of a faculty member or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer required pursuant to D.3.a. in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said Board of Directors therein being the Board of Trustees for purposes hereof: Provided, that where there is more than one faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; provided

further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member or faculty members requesting hearing.

d. The responsibilities of the hearing officer pursuant to D.3.b (11) shall be completed within ten (10) days in the case of a reduction-in-force for reasons set forth in B.2. above.

e. The responsibilities of the Dismissal Review Committee pursuant to D.3.c.(5), shall be completed within seven (7) days in the case of a reduction-in-force for reasons set forth in B.2. above.

f. The hearing officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one such hearing for the affected faculty member(s) shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

g. In the case of a reduction-in-force for reasons set forth in B.2. above, the formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member. The only issue to be determined shall be whether the particular faculty member or members advised of severance are the proper ones to be terminated.

h. In the case of a reduction-in-force for reasons set forth in B.2. above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in B.2. above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

G. RECALL RIGHTS

1. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

2. Recall list(s) shall be created and maintained by the College for each affected reduction-in-force unit. The names of each affected faculty member shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.

3. Recall shall be in reverse order of reduction-in-force by reduction-in-force unit(s) to a faculty position, either newly created or a vacant full-time position.

4. The right of recall shall extend three (3) calendar years from the effective date of reduction-in-force.

5. Each riffed faculty member shall keep the college Personnel Office informed of any change in address.

6. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable reduction-in-force unit recall list(s) to accept the vacancies.

7. A riffed faculty member shall have fifteen (15) working days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.

8. A riffed faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the Personnel Office. An individual on recall may change her/his designation of reduction-in-force unit(s) during the first week in October of each year by meeting the qualifications in C. above.

9. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

10. Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which had been accrued to the date of reduction-in-force.

11. The College shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

H. SPECIAL PROVISIONS

1. Upon the request of a faculty member laid off for reasons of this policy, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.

2. Excluding reduction-in-force unit assignment pursuant to Section VI.C. and seniority calculations pursuant to Section VI.E. no application of the terms or procedures of this Section shall be subject to the grievance procedure of this Agreement.

3. Upon written mutual consent between the faculty member and the Board of Trustees, appeal rights outlined in Article X, Section V.D. may be waived in favor of final and binding arbitration.

4. Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

5. Excluding applications of B.2. above, tenured faculty laid off will be given a minimum of sixty (60) calendar days notice.

SECTION VII - TENURED FACULTY EVALUATION

A. PURPOSE

The Performance Appraisal System at Bellevue Community College is designed for the purpose of evaluating faculty for:

1. Enhancing professional growth and performance.
2. Maintaining satisfactory job performance.

B. SPECIFIC OBJECTIVES

1. To recognize those individuals who are performing in an outstanding manner.

2. To recognize individuals who are performing at a satisfactory level.
3. To identify individuals whose performance results are unsatisfactory/or needs improvement.
4. To help faculty who need or desire assistance with aspects of their job.
5. To provide an adequate and sound basis for personnel actions.

C. AREAS OF FACULTY EVALUATION

1. TEACHING/COUNSELING/LIBRARIANSHIP

a. Teaching

For those faculty who are in a classroom setting where the primary faculty responsibility is teaching. Teaching includes course preparation, implementation and evaluation.

b. Counseling

For those faculty who are in a counseling setting where the primary area of responsibility includes such items as general ability to relate to students, assess student needs, establish an appropriate and timely contact, knowledge and skill in counseling techniques and strategies, and knowledge of appropriate information and referral resources.

c. Librarianship

For those faculty who are in a library setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact) and collection development.

2. ADVISING

Faculty are expected to advise students as appropriate to their job description.

3. SERVICE TO THE COLLEGE

Faculty are expected to participate in college-wide and organizational unit activities.

4. PROFESSIONAL DEVELOPMENT

Faculty are expected to continue professional growth.

5. SERVICE TO THE COMMUNITY

Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description.

D. PROCESS AND PROCEDURES FOR EVALUATION OF TENURED FACULTY

1. EVALUATION PROCESS

All tenured faculty shall be evaluated once every four (4) years. Twenty-five percent (25%) of the faculty in each organizational unit shall be selected for evaluation each year by random lottery. The basis for evaluation shall be the criteria in Appendix A.

2. EVALUEES'S RESPONSIBILITY

It is the evaluee's responsibility to analyze all data pertaining to peer evaluations, student evaluations (where appropriate), administrative evaluation(s) and the self-evaluation. The evaluee shall be responsible for writing a summary statement. The evaluee summary shall be sent to the OUA along with all other pertinent data.

3. ORGANIZATIONAL UNIT ADMINISTRATOR'S RESPONSIBILITY

During spring quarter it is the OUA's responsibility to inform those faculty members that will be evaluated spring quarter of the following academic year. It is the OUA's responsibility or her/his designee(s) to obtain the student evaluations. The OUA or her/his designee(s) shall have the student evaluations processed and written comments by students shall be typed on a separate sheet of paper. At the conclusion of the quarter a copy of the student evaluation summaries and their written comments shall be forwarded to the evaluee.

It shall also be the OUA's responsibility or her/his designee(s) to tabulate all peer evaluations and to provide on a separate sheet of paper all written comments. The OUA shall be responsible for forwarding a copy of the tabulated peer evaluations along with all written comments to the evaluee.

Once the OUA has received the evaluee's summary from the evaluee it shall be her/his responsibility to examine all documentation including the evaluee's summary statement, peer evaluations, student evaluations, administrative evaluation(s), and the evaluee's self-evaluation, and then write the summary evaluation statement.

4. DATA ACQUISITION

The evaluee's summary shall be developed by gathering data from the following sources:

a. *Self-Assessment* (Form A)

The evaluee's self-assessment shall be completed by the end of the sixth week of Winter Quarter and sent to the OUA or her/his designee.

b. Peer Evaluation (Form B)

Peer evaluations shall be obtained from six (6) annually-contracted faculty peers. Those faculty to whom peer evaluations shall be sent should include two peers, if possible, from each of the three (3) categories below:

1) Annually-contracted faculty from the evaluee's program/department; and
2) Annually-contracted faculty outside the organizational unit; and
3) Annually-contracted faculty within the organizational unit.

The distribution shall be determined by the evaluee in consultation with the OUA. Peer evaluations shall be sent to the OUA or her/his designee. The OUA will facilitate the tallying of responses in accordance with Form B categories. A typed copy of the peer summaries along with all written comments shall be forwarded to the evaluee by the end of the sixth week of Winter Quarter. The evaluee shall address the peer evaluations in her/his evaluation summary.

c. *Administrator Evaluation Form* (Form C)

An administrative evaluation shall be obtained from the OUA, who will forward her/his evaluation to the evaluee by the end of the sixth week of Winter Quarter. If the evaluee's workload requires that she/he work within more than one organizational unit, then evaluations shall be obtained from the appropriate administrators.

d. *Student Evaluation* (Forms D, E, F, G)

Student evaluations from the previous four (4) years or twelve (12) regular academic year quarters shall be collected from the evaluee's classes by the OUA or her/his designee. Eight (8) sections, two (2) per year, shall be chosen at random at the beginning of each Fall Quarter for this evaluation process. Standardized evaluation forms shall be used; those classes taught in a lecture/discussion mode shall administered Form D, while those classes presented through lab/clinical approaches shall be administered Form E. Evaluees may supplement these forms with individually tailored student evaluation instruments.

Counselors who are assigned classes shall use one of the standardized evaluation forms (Form D or Form E) for student evaluation. A minimum of four (4) sections, one(1) per year, shall be chosen at random for this evaluation process. For their individual counseling functions, counselors shall solicit student feedback on Form F.

Librarians who are assigned classes shall use one of the standardized evaluation forms (Form D or Form E). Evaluations from students who receive a librarian's assistance or service shall be solicited on Form G.

The OUA, or her/his designee, shall have the student evaluations processed and have compilation of all students' comments typed. By the end of the first week of spring Quarter student evaluation summaries and a compilation of student comments shall be forwarded to the evaluee.

e. *EVALUEE'S SUMMARY* (No Form Provided)
Upon receipt of the peer evaluation summary, the administrator's evaluation, the student evaluation summary results and compiled comments, the evaluee shall write a summary of no more than one (1) page. The evaluee shall consider her/his self-assessment in addition to the summaries and administrator evaluation(s). The summary shall identify strengths and weaknesses or areas where faculty performance might be improved as suggested by the data.

The evaluee shall send all evaluative data to the OUA no later than the end of the second week of Spring Quarter.

f. *SUMMARY EVALUATION STATEMENT*
The OUA shall review the Evaluee's Summary and accompanying data. S/he shall review them using Form H. The OUA shall draft conclusions about the faculty member's performance, and recommendations thereto, which are clearly and reasonably supported by the data.

In addition to the conclusions, recommendations, or development plans s/he considers appropriate to the evaluation results, the OUA shall rate the evaluee's overall faculty performance as either 1) outstanding, 2) satisfactory, or 3) unsatisfactory.

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluee, and a third party if desired by the evaluee. The evaluee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement will be written following this meeting, and this draft will be forwarded to the evaluee on or before May 6. The evaluee shall sign, date and return the Summary Evaluation Statement within two days of receipt of the final draft. The OUA shall send this statement within two (2) days of receipt to the Dean of Instruction for review and subsequent inclusion in the evaluee's Personnel file.

5. RECORDS DISPOSITION
The Dean of Instruction or her/his designee shall forward the original evaluation statement to the evaluee's personnel file. The first copy is sent to the evaluee and the second copy is forwarded to the OUA. The OUA shall be responsible for insuring the destruction of all other materials related to the evaluation process.

6. PROCEDURES FOR AN UNSATISFACTORY EVALUATION
An evaluation committee shall be established for those evaluees whose evaluation is unsatisfactory. The evaluation committee shall consist of the OUA, one full-time faculty member selected by the evaluee and one full-time faculty member selected from the organizational unit who is mutually agreed to by the OUA and the evaluee. The evaluation committee shall select its own chair.

The evaluation committee shall work with the evaluee to develop a plan of action for improving the evaluee's overall performance for the ensuing three (3) teaching quarters. The primary goal of the evaluation committee is to assist the evaluee in shifting her/his performance to satisfactory.

The evaluation committee is to meet with the evaluee a minimum of two times each quarter. The committee chair or her/his designee shall take minutes at all meetings. The evaluation committee shall point out areas needing improvement, areas of strengths and change the plan of action as needed. At the end of the first and second quarter a summary analysis of less than two pages shall be provided to the evaluee and the Dean of Instruction. Each summary analysis shall be written by the OUA with the assistance of the evaluation committee.

By the end of the third teaching quarter an evaluation statement, using Form H, shall be written by the OUA with the assistance of the evaluation committee. The evaluation statement need only address those areas deemed "unsatisfactory" in the original evaluation. Data (as judged appropriate by the evaluation committee) may be collected from the usual sources (students, peers, administrator(s) and evaluee).

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluee and a third party if desired by the evaluee. The evaluee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement shall be written subsequent to this meeting, and this draft will be forwarded to the evaluee on or before May 6. The evaluee shall sign, date and return the Summary Evaluation Statement within two (2) days of receipt. The OUA shall send this statement within two (2) days of receipt to the Dean of Instruction.

The Dean of Instruction shall forward the original evaluation statement to the evaluee's personnel file. The first copy shall be returned to the evaluee and the second copy is forwarded to the OUA within ten (10) days of receipt of the evaluation statement.

If the evaluee's overall performance is rated "satisfactory" or "outstanding" then the evaluee returns to the regular evaluation process and she/he will not be re-evaluated until the end of the third year. This shall place the evaluee back on the regular schedule of being evaluated once every four (4) years. The OUA shall be responsible for insuring the destruction of all evaluation materials related to the evaluative process with the exception of the evaluation statement.

If the evaluee is still rated in the overall performance category as "unsatisfactory" then the OUA shall forward a copy of all evaluation documentation to the Dean of Instruction. Based upon the documentation and the recommendation of the OUA the Dean of Instruction shall undertake one of the following actions: 1) to have the evaluation committee continue to work with the evaluee for a specified number of quarters, or 2) to make appropriate recommendation to the President.

7. EVALUATION GRIEVANCE PROCEDURE

a. Grievances regarding evaluation shall be limited to arbitrary, capricious, or discriminatory actions on the part of the OUA.

b. The evaluee may file a written grievance with the Dean of Instruction. The Dean of Instruction shall hold a meeting to hear the grievance within five (5) days of the filing. A written response shall be given to the grievant within three (3) days of the meeting.

c. If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President within five (5) days. The college President shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the presentation witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the meeting, the College President shall have ten (10) days to provide her/his written decision, together with reasons for said decision, to the grievant and the Association. This shall be the final step.

8. SPECIAL PROVISIONS

a. Evaluations shall not be considered disciplinary actions.

b. No faculty member shall be dismissed pursuant to Article X, Section V, B, 1 while in an extension year pursuant to an unsatisfactory evaluation. Nothing in this section shall be construed to diminish the rights of the District in any other matter.

c. Nothing herein shall preclude a faculty member from requesting special assistance at any time.

ARTICLE XI - WORKLOAD AND FACULTY RESPONSIBILITIES

SECTION I - ANNUAL CONTRACT YEAR

A. CONTRACTUAL DAYS

The annual contractual year shall be one hundred seventy-four (174) days. At least one hundred fifty-nine (159) of such days shall be included in the instructional calendar. A minimum of six (6) days shall be designated by the President of the College as specified, but not limited to the list below. Six (6) days shall be designated by the appropriate Organizational Unit Administrator, three (3) of which may be utilized as individual preparation days during each year.

1. Preparation activities.
2. Regular curriculum development work.
3. College governance activities.
4. Institutional committees.
5. Special student activities.
6. Equipment and capital planning.
7. Operational budget planning.
8. Student advising.
9. Other appropriate professional duties.
10. Special projects which may include:
    - a. Activities required for establishing new program starts.
    - b. Preparation of special instructional areas requiring inventory and equipment planning.
    - c. Development of grant requests.
    - d. New program identification.
    - e. Development and packaging of software for units for individualization of instruction.
    - f. Development of film loops, slide films and other visual aids.
    - g. Development of course curriculum and/or support services for proposed new programs.
    - h. Other appropriate projects.

B. CONTRACT YEAR

The one hundred seventy-four (174) days for the 1987-1988 academic year shall commence on September 14, 1987. Presidential and organizational days already served and as approved by the Organizational Unit Administrator shall be recognized as part of the one hundred seventy-four (174) day contract year.

C. CALENDAR COMMITTEE

Two (2) faculty members shall be members of a Calendar Committee which shall submit recommendations to the President by January 30 of the applicable year regarding the instructional calendar.

SECTION II - GENERAL FACULTY RESPONSIBILITIES

It is understood that a variety of professional tasks must be completed by the faculty, in addition to their primary faculty assignments, if the College is to achieve its objectives. These include student advising, informal student contacts outside the classroom, membership and participation in College committees and councils, participation in community-centered functions, and other appropriate related responsibilities as assigned by the Organizational Unit Administrator.

SECTION III - FACULTY LOAD STANDARDS

A. ASSIGNMENT

Within the limitations and guidelines recommended below, the assignment of equitable loads for all faculty members is the responsibility of the appropriate Dean working in conjunction with the appropriate Organizational Unit Administrator, Program Chairpersons and faculty.

B. VARIABLES

The variables which may be considered in assigning full-time annual loads shall include, but not be limited to, individual faculty capabilities, class size, number of preparations, limitations of facilities, availability of classified or student help, extracurricular assignments, learning resource assignments, counseling assignments, types of classes, modes of instruction, team teaching, development of new courses, evening and off-campus classes, industry and/or advisory committee consultations. Implementation of this subsection shall be subject to the provisions of Article VII, Section I, A.

C. BASIC STANDARDS

The basic standard with which the above variables are measured shall be actual contract hours, whether spent in lecture, laboratory, or counseling or learning resources assignment.

D. ANNUAL BASIS

The full-time load shall be computed on an annual basis.

E. ANNUAL LOAD

The normal faculty full-time load shall be three (3) times the normal quarterly load (15 CHE) or 45 CHE annually. The annual full-time load may be plus or minus two credit hour equivalents (2 CHE), providing a range of 43-47 credit hour equivalents for the regular academic year.

F. MODES OF INSTRUCTION/PROFESSIONAL LOAD FACTOR

Category Definitions

1. GENERAL LECTURE/DISCUSSIONS
Class time is spent on presentation of the course subject matter with appropriate involvement of student discussion and/or problem solving. The instructor spends additional time outside of class preparing for class lecture, assessment of student progress, up-dating of course curriculum, and other professional responsibilities.
Credit Hour Equivalent: 1 X Hours Scheduled CHE

2. INSTRUCTION-STANDARD LABORATORY
A portion of class time is devoted to lecturing and preparing students for experiments and/or activities; the remainder of the time is spent supervising and assisting students who are working on laboratory experiments or exercises. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.
Credit Hour Equivalent: .80 X Hours scheduled CHE

3. INSTRUCTION - OPEN LABORATORY
Class time is spent supervising student work on laboratory experiments and exercises or other activities. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.
Credit Hour Equivalent: .67 X Hours Scheduled CHE

4. INSTRUCTION - SUPERVISES WORK/CLINICAL
Students are involved in practical work experience which the instructor supervises in conjunction with personnel in the working location. This includes practicums and co-operative education stations in the working location.
Credit Hour Equivalent: .50 X Hours Scheduled CHE

5. INDEPENDENT STUDY
Supervision and instruction of students on an individual basis for independent credit courses (e.g., Art 191, Individual Projects in Art). For computation purposes students must be enrolled as a matter of record on the 10th day of the quarter.
Credit Hour Equivalent: .07 X Number of Student Credits CHE

6. ENGLISH COMPOSITION
English 101, 102.
Credit Hour Equivalent: 1.1 Hours Scheduled CHE

7. OTHER
Variables as assigned by the appropriate administrator consistent with Section B. above. To cover those disciplines where quantitative workload standards have not been established, e.g., nursing.

8. COUNSELORS-LIBRARIANS
A full-time professional load in this mode is 35 hours a week of scheduled time.

9. ASSIGNED, MATRICULATED ADVISEES
Each faculty member may be assigned 0-50 advisees as part of the normal load. Each additional 25 or portion thereof over the normal 50 shall equal one CHE.

G. OFFICE HOURS

Full-time instructional faculty contracted annually shall maintain a posted five-hour (5) minimum office schedule each week. Faculty members contracted (annually) for less than full-time are expected to maintain office hours proportional to the percentage of their contract is to a full-time contract (half-time contract equals two and one-half office hours) (2-1/2 hours).

The specific office hours will be determined by the faculty member's teaching schedule and shall receive the concurrence of the appropriate Organizational Unit Administrator. It is understood that office hours will vary according to class schedule.

H. SPECIAL PROVISIONS

1. EXCESS WORKLOAD
Workloads which exceed the standards outlined above may be voluntarily taken by faculty members. Loads which exceed 47 CHE may be mandatorily assigned provided such assignment is required to maintain a full load and the Association is notified. Courses taught during night school (or any day school if the instructor has a night assignment) shall be paid in accordance with H.3 below. The assumption of excess workloads shall not require the District to pay the faculty member an extra salary amount unless there shall have been a written agreement approved in advance to pay such amount.

2. ASSIGNMENT OF COURSES
The Dean of Instruction or her/his designee will assign courses to the appropriate mode categories after consultation with the appropriate faculty members, Program Chairperson, Organizational Unit Administrator and Instructional Cabinet.

3. ASSIGNMENT SPAN
Excluding instances required to maintain a full load, full-time faculty shall be assigned class schedules within a seven-hour (7) assignment span each day with the weekly

assignment being scheduled within five (5) consecutive days

4. SUMMER ASSIGNMENTS
Upon mutual agreement between the individual faculty member and the OUA with the approval of the Dean of Instruction, Summer Session assignments may count as part of a full-time contracted load. Full-time faculty utilizing summer quarter as part of their regular assignment under the provisions of Sections I, II, and III above shall have the number of contract days, duties, and responsibilities adjusted on an individual basis between the faculty member and the OUA to conform with section I, A above. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

I. COMPENSATION

1. Faculty whose workloads exceed 47 CHE shall be compensated at the rate of $283.00 per CHE ($292.00 effective 01/01/89).
2. Faculty assignments outside the seven hour (7) span and not credited for full-time load purposes shall be paid in accordance with the part-time faculty salary schedule.

J. CLASS SIZE

1. The Board and the Association recognize that class size is a critical component in providing quality education and maintaining standards of excellence.
2. The administration shall consult with potentially impacted faculty and notify the Association prior to the implementation of any general increase in class sizes during the duration of this Agreement.
3. Beginning fall quarter, 1987, the College and the Association hereby appoint a committee to study the following:
    a. Class size and
    b. Workload related to nursing, science labs, and small programs.

    The committee shall be comprised of faculty members appointed by the Association President and administrators appointed by the College President. The majority of the committee shall be faculty. Recommendations shall be made to the College President and the Association President by December 10, 1988. The recommendations and any interim reports shall also be transmitted to the Board of Trustees.

ARTICLE XII - SALARIES AND BENEFITS

SECTION I - FULL-TIME FACULTY SALARY

A. INCREMENTS AND ADVANCEMENTS

1. INCREMENTS
In recognition of performance effectiveness, each academic year of teaching, counseling or librarianship experience shall move the faculty member one step (increment) vertically down on the Salary Schedule.

2. ADVANCEMENTS
An annually contracted faculty member shall be advanced to the next higher column of the Salary Schedule consistent with Article X, Section III.

3. DIAGONAL MOVEMENT
Faculty members who are advanced shall not be awarded an increment (vertical step) in addition to their advancement.

4. GRANTS
Faculty members who are awarded a grant (NEH, NSF, Fulbright, Guggenheim, etc.) from either a public or private agency, shall receive applicable advancements and/or increments provided that participation is pursuant to formally approved leave of absence.

5. Payment of increments or advancements pursuant to 1 or 2 above for the 1985-1986 academic year shall become effective Fall Quarter, 1986. All retroactive payments shall be paid on or before July 10, 1987. Payment of increments or advancements pursuant to 1 or 2 above for the 1986-1987 year shall become effective March 1, 1988. Payment of increments or advancements pursuant to 1 or 2 above for the 1987-88 year shall become effective January 1, 1989.

B. SALARY INDEX

Step	A	B	C
1	1.0000	-	-
2	1.0650	1.1138	-
3	1.1138	1.1789	1.2357
4	1.1626	1.2357	1.3008
5	1.2114	1.2927	1.3658
6	1.2601	1.3495	1.4309
7	1.3089	1.4065	1.4958
8	1.3576	1.4634	1.5609
9	1.4065	1.5203	1.6259
10	1.4553	1.5772	1.6911
11	1.5040	1.6341	1.7562
12	1.5993	1.6911	1.8211
13	-	1.8003	1.8862
14	-	-	2.0297

C. FULL-TIME SALARY SCHEDULE - EFFECTIVE MARCH 1, 1987

Step	A	B	C
1	16,532	-	-
2	17,607	18,413	-
3	18,413	19,489	20,429
4	19,219	20,429	21,504
5	20,026	21,371	22,579
6	20,832	22,310	23,655
7	21,638	23,252	24,729
8	22,444	24,192	25,804
9	23,252	25,133	26,880
10	24,058	26,074	27,957
11	24,864	27,014	29,033
12	26,440	27,957	30,106
13		29,763	31,182
14	-	-	33,556

Faculty in column A of the September 1, 1986 salary schedule will be moved to column A of the March 1, 1987 salary schedule at their appropriate placement.

D. 1. Effective March 1, 1988, the above schedule shall be increased on a percentage basis utilizing funds remaining from the legislative salary appropriation after payment of increments or advancements pursuant to Section I, A above.

2. Effective January 1, 1989, the March 1, 1988 schedule shall be increased on a percentage basis utilizing funds remaining from the legislative salary appropriation for full-time academic employees after payment of increments or advancements pursuant to Section I, A above.

SECTION II - PART-TIME FACULTY SALARY PROGRAMS

A. COURSE COLUMN DETERMINATION

Each course shall be evaluated by the Organizational Unit Administrator as to appropriate Column -- I, II, or III. This evaluation shall be recommended to the Dean of Instruction and may be reviewed by the Instructional Cabinet. Final column determination shall be made by the Dean of Instruction. The evaluation shall be determined as follows:

Column I: Courses of a clinical nature.
Column II: Continuing education courses and courses with little or no formal evaluation of the student.
Column III: College credit courses and required high school completion courses.

B. HOURLY SALARY SCHEDULE

EFFECTIVE SPRING QUARTER, 1987

Step	I	II	III
Base Rate	13.00	19.50	26.00
Affiliated Rate	14.80*	22.23*	30.67*

EFFECTIVE JANUARY 1, 1989

Step	I	II	III
Base Rate	13.39	20.09	26.78
Affiliated Rate	15.24*	22.90*	31.59*

*All part-time faculty on Steps 6 or 7 of Columns I, II, or III during or before Spring Quarter, 1987 will be grandfathered to the Affiliated Rate. Full-time faculty members with more than five (5) years full-time or part-time service shall be advanced to the Affiliated Rate.

C. IMPLEMENTATION OF PROGRAM

1. NO REGRESSION
No faculty member employed on an hourly basis in the previous academic year will be paid at a lower hourly rate for the duration of the contract.

2. EXTRA CONTRACT TIME
A course may be awarded extra contract time by the Dean of Instruction for work over and above actual class work upon recommendation by the appropriate Division Chairperson.

3. SPECIAL CASES
a. For teaching, curriculum development or other special projects for which normal classroom contact hours are not applicable, salaries (including community service) shall be determined by the appropriate Dean. Either party to this Agreement may bring up for discussion, development of guidelines for such salaries that do not conform to the part-time salary schedule in accordance with Article VII, Section I.
b. Paraprofessional replacement personnel, interns, and graduate degree candidates may be hired, according to required skill levels to enable the Sabbatical Leave program to conform to Council of Higher Education guidelines.

SECTION III - OTHER REMUNERATION AND BENEFITS

A. SUMMER SCHOOL
Summer school activities shall be paid in accordance with the part-time hourly schedule.

B. PERSONAL VEHICLE USAGE
Any faculty member who uses her/his own personal vehicle for transportation to and from a facility that is being used for institutional or related academic activities shall be compensated in accordance with applicable statutes provided the policy regarding use of District vehicles has been followed.

C. SALARY PAYMENT PLANS AND WITHHOLDING

1. SALARY PAYMENT PLANS - Full-time Faculty see Article I, M.1, a-c. Annually contracted faculty shall be paid semi-monthly in equal warrants beginning September 25, of any year according to their choice of one of the following plans:

PLAN I (Regular) Annually contracted faculty members, upon their choice, shall be paid 1/19th of the balance of their annual contract starting September 25 and continuing through June 25.

PLAN II (Balloon): Annually contracted faculty members, upon their choice, shall be paid one-twenty-fourth (1/24) of the balance of their annual contract starting September 25 and continuing through June 25. The balloon summer payment of 1/4 of the annual contract shall be paid on June 25.

2. PART TIME FACULTY SALARY PAYMENT
During Summer quarter, part-time faculty shall be paid one-half (1/2) of their contract on July 15 and one-half (1/2) on August 15. Payment dates for the 1987-88 year shall be as follows:

Fall Quarter, 1987 - October 30, November 15, and December 15;
Winter Quarter, 1988 - January 30, February 15, and March 15;
Spring Quarter, 1988 - April 30, May 15, and June 15.

Payment dates for the 1988-89 year shall be determined through the Calendar Committee process. Issuance of paychecks is contingent upon grades being submitted.

3. COMMUNITY SERVICE FACULTY - See Article XII, Section V, Par. B.

4. WITHHOLDING
Such matters shall be handled in accordance with all applicable statutes including RCW 49.48.010.

D. PART-TIME FACULTY ORIENTATION SESSION
An orientation session at the beginning of Fall Quarter shall be offered by the appropriate OUA for all part-time faculty to be attended at their option.

SECTION IV - INSURANCE PLANS AND RELATED BENEFITS

A. INSURANCE COVERAGE - GENERAL

The Board agrees to make available group, health, dental, life, optional and other appropriate insurance programs as established by the State Employees Insurance Board and shall contribute the maximum amount allowed by law per full-time and eligible part-time faculty per month per year.

B. PART-TIME

1. The President or his/her designee shall inform all part-time faculty working under quarterly agreements at the time of initial employment of the eligibility criterion established by the State Employees Insurance Board.
2. Part-time faculty working under quarterly agreements may participate in those plans offered by the State Employees Insurance Board in accordance with the eligibility and employer contribution rules established by the State Employees Insurance Board. These plans and rules shall be attached to each individual contract.

C. OTHER GROUP INSURANCE PLANS

1. PLANS

   a. Accident Insurance
   b. Life Insurance
   c. Long-Term Disability Insurance (Salary Continuation)

2. PART-TIME BENEFITS

Part-time faculty under quarterly agreements may participate in those plans offered by the State Employees Insurance Board in accordance with the eligibility and employer contribution rules established by the State Employees Insurance Board.

D. RETIREMENT OPTIONS

The Board shall make available to faculty retirement options as provided by statute as well as tax deferred annuity plans.

SECTION V - COMMUNITY SERVICE

A. COMMUNITY SERVICE RATE

Effective Fall Quarter, 1987, the Community Service rate shall be $16.00 per hour.

B. Community Service instructors shall be paid in a lump sum at the completion of the quarter.

SECTION VI - ACTIVITY STIPENDS

A. MUSIC STIPENDS

ACTIVITY	Effective June 22, 1987	Effective Jan 1, 1989
1. Director of concert choir	1,000	1,030
2. Director of vocal jazz band	1,000	1,030
3. Director of stage band	1,000	1,030

B. ATHLETIC RELEASE TIME AND STIPENDS

		Release Time Full Time	Minimum Stipend Not Full Time Effective June 22, 1987	Minimum Stipend Not Full Time Effective Jan 1, 1989
Baseball	Head	25%	2,250	2,318
	Assistant	11%	1,250	1,288
Basketball, Men	Head	25%	2,250	2,318
	Assistant	11%	1,250	1,288
Basketball, Women	Head	25%	2,250	2,318
	Assistant	11%	1,250	1,288
Cross Country		11%	1,250	1,288
Golf		11%	1,250	1,288
Soccer, Men	Head	15%	1,750	1,803
	Assistant	5%	650	670
Tennis, Men		11%	1,250	1,288
Tennis, Women		11%	1,250	1,288
Track, Men & Women	Head	25%	2,250	2,318
Men	Assistant	11%	1,250	1,288
Women	Assistant	11%	1,250	1,288
Volleyball, Women	Head	15%	1,750	1,803
	Assistant	11%	1,250	1,288
Athletic Trainer		20%	2,250	2,318

Stipends indicated herein are per individual participant. Nothing herein shall be construed to require the District to maintain such programs.

SECTION VII

A. Excluding the community service increase effective Fall Quarter, 1987, all increments, advancements, and increases in this Article effective after July 1, 1987 are contingent upon receipt of funds appropriated by the legislature for such purposes.

B. In the event that formal action occurs invoking Section 601 Sub-Section 12 of Substitute House Bill 1221, salary provisions contained herein alleged to violate such appropriation provisions shall be invalidated pending final resolution of the matter.

The District agrees not to bring or file suit to invalidate any provisions of this contract.

In the event of invalidation, the contract will automatically be re-opened at the request of the Association.

ARTICLE XIII - NO STRIKE/NO LOCKOUT

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The employer agrees it will not lock any or all its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement. Nothing herein shall be construed to mean the Board acknowledges the legality of such activities.

This provision shall be waived after August 31 of any year until ratification by the parties on any re-openable issues.

ARTICLE XIV - DURATION

A. This agreement shall remain in force and effect from June 22, 1987 through August 31, 1989.

B. Bargaining for a successor Agreement may begin on or after April 1, 1989.

C. Articles in this Agreement relating to economics, fringe benefits or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.

SIGNED THIS 27th DAY OF August, 1987 AT BELLEVUE, WASHINGTON.

FOR THE ASSOCIATION:

Carol Mandt

Carol Mandt, BCCAHE President

George Long

George Long, Negotiator

Berthe Habib

Berthe Habib, BCCAHE Pres. Elect

Jim Harryman

Jim Harryman

Craig Sanders

Craig Sanders

Scott Winter

Scott Winter

FOR THE BOARD:

Patricia McGlashan

Patricia McGlashan, Chairman

Carol James

Carol James, Vice-Chairman

Henry Seidel

Henry Seidel

Richard Sonstelie

Richard Sonstelie

George Northcroft

George Northcroft

CRITERIA USED FOR AREAS OF TENURED FACULTY EVALUATION

A. TEACHING/COUNSELING/LIBRARIANSHIP

1. Teaching

   For those faculty who are in a classroom setting where the primary faculty responsibility is that of teaching. Teaching includes course preparation, implementation (student/teacher contact) and evaluation (testing and grading).

   a. Course preparation - includes but is not limited to the following:

      1. Provides up-to-date course syllabus, handouts, etc.
      2. Provides course materials that are clearly written and appropriate to course level.
      3. Defines course goals clearly for students.
      4. Chooses appropriate test materials to ascertain student knowledge.
      5. Recommends prerequisites for the course.
      6. Ensures goals appropriate to the needs of the students and purposes of the course.

   b. Implementation (student/teacher contact) - includes but is not limited to the following:

      1. Communicates effectively with students.
      2. Ensures that students feel free to ask questions and express their opinions.
      3. Treats students with respect.
      4. Shows interest in teaching course.
      5. Arrives well prepared for class consistently.
      6. Uses time well.
      7. Utilizes a variety of teaching methods and materials where appropriate.
      8. Maintains established office hours.
      9. Consults with students at other times upon request.

   c. Evaluation (Testing and Grading) - includes but is not limited to the following:

      1. Uses evaluation consistent with goals and objectives.
      2. Establishes clearly defined grading policies, procedures and standards.
      3. Provides prompt feedback and/or evaluation of student performance.
      4. Assigns grades fairly and impartially.
      5. Uses feedback from students to revise tests.
      6. Keeps current and accurate records of student progress.

2. Counseling

   a. General Ability to Relate to Students - includes but is not limited to the following:

      1. Provides a safe environment which fosters effective exploration, disclosure and cooperation.
      2. Shows empathy and respect for students and their frame of reference.
      3. Adapts counseling to a wide variety of students with respect to socioeconomic, cultural, age, sex, and personality differences and types of needs.

   b. Ability to Assess Student Needs and Develop an Appropriate and Timely Counseling Contract - includes, but is not limited to the following:

      1. Uses active listening skillfully and provides appropriate feedback for identifying student needs.
      2. Shows awareness of personal limitations and is able to make appropriate referrals and use of inter-professional collaboration to meet student needs.
      3. Determines the appropriate types of counseling necessary to bring about change or meet student needs.
      4. Encourages students to develop and clarify own goals and take responsibility to work toward solutions.
      5. Facilitates appropriate termination.

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c. Knowledge and Skill in Counseling Techniques and Strategies - includes but is not limited to the following:

1. Provides skillful test interpretation and is knowledgeable about the appropriate use of testing for personal, vocational or educational counseling.
2. Utilizes skillful counseling techniques so that students progress toward stated goals (for example: reflects, inquires, paraphrases, clarifies, interprets, confronts, sets limits, summarizes, identifies cognitive and affective content).
3. Formulates specific behavioral tasks where appropriate.
4. Uses teaching and role-modeling skills to facilitate change.
5. Evaluates progress of counseling and student outcomes in an effective and timely manner.

d. Knowledge of Appropriate Information and Referral Sources - includes but is not limited to the following:

1. Utilizes appropriate career resources in vocational counseling.
2. Utilizes current information about occupational trends, employment projections, and predictions about the future job market in specific fields of work.
3. Utilizes campus and community referrals for off and on-campus referrals.

3. Librarianship
For those faculty who are in a librarianship setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact) and collection development.

a. Knowledge of the collection and reference tools - includes but is not limited to the following:

1. Keeps up-to-date on the collection and reference tools.
2. Develops bibliographies, materials for use in various courses.
3. Reads professional journals and appropriate literature.
4. Attends workshops and seminars to update skills.

b. Implementation (user/Librarian content) - includes but is not limited to the following:

1. Communicates effectively with faculty, students, and staff.
2. Ensures that library users feel free to ask questions.
3. Treats library users with respect.
4. Shows interest in the library.
5. Is consistently well-prepared for library tasks.
6. Uses time well.
7. Utilizes a variety of methods and materials where appropriate.
8. Maintains regular working hours.
9. Is available for consultation, bibliographic instruction, etc., at other times upon request.

c. Collection Department - includes but is not limited to the following:

1. Uses evaluation tools appropriate to the goals and objectives of the library.
2. Regularly reads evaluation tools and selects materials for the library.
3. Assists in weeding collections.

B. ADVISING
A faculty member is expected to advise students per their job description. Several functions relating to academic advising include but are not limited to the following:

1. Has current knowledge about Bellevue Community College curricular requirements.
2. Has current knowledge of A.A. transfer and/or vocational program degree requirements.
3. Shows interest in advisee's further educational goals and objectives.
4. Refers students to educational planning or counseling or tutoring when needed.

C. SERVICE TO THE COLLEGE
As part of their professional role, faculty are expected to participate in college-wide and organizational unit governance activities. Appropriate functions may be as follows:

1. Assumes her/his share of departmental/divisional responsibilities.
2. Serves on or chairs college and divisional committees.
3. Performs routine duties (reports, forms, grades, class lists, bookstore orders, film rental orders, budget data, etc.) as appropriate to position description.
4. Serves on program advisory committees, visits other campuses, etc., where appropriate.

D. PROFESSIONAL DEVELOPMENT

Continued development of its faculty is a major requirement if an institution is to keep itself alive and vital. Faculty are expected to continue professional growth. Some examples related to professional development include but are not limited to the following:

1. Works toward a higher degree or takes courses.
2. Receives professional recognition (awards, honors, etc.).
3. Visits other colleges, businesses, etc.
4. Attends colloquia.
5. Participates in campus or non-campus staff development activities.
6. Attends professional meetings/conferences.
7. Belongs to professional organizations.
8. Subscribes to professional journals.
9. Expands professional knowledge through reading in one's discipline.
10. Contributes to the profession through publishing, exhibiting, performing or presenting papers.
11. Obtains and maintains vocational certification.

E. SERVICE TO THE COMMUNITY

Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description. Several ways services can be provided to the community include but are not limited to the following:

1. Organizes workshops, lectures, etc.
2. Represents the college in community events (Speaker Bureau, service clubs, high school visitations, etc.).
3. Holds membership/office in local, state, regional or professional organizations.
4. Works on community projects.
5. Provides services to the community through consulting in one's field.
6. Provides programs for the community such as performing arts, sports events, etc.
7. Serves on program advisory committees.

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM A
FACULTY SELF-EVALUATION

Name______________________________ Program_________________________ Date__________

This self-assessment report should be based on performance as a faculty member since your last evaluation. Some of the items below may not apply to you/your position. Answer only those sections that apply.

I. BASIC DATA

A. Program, Division, or College Governance Duties (e.g., Chairperson of program or committee, project director, club advisor, etc.)

B. Other college service since last evaluated.

C. Research Activity, Publications, Commissions, Boards, or Achievements: (Please give publication or completion date(s), journal name, title of work or project.)

D. Community and/or Professional Service (e.g., public office holder, officer in professional organization, etc.):

E. Please attach any program brochures you have developed, or programs or activities you have directed during the evaluation period.

(Over)

II. EVALUATIVE COMMENTARIES: Please respond to each question below. Please do not let modesty prevent you from being explicit about your assets. Equally important, try to be candid about your shortcomings.

A. Within your discipline(s), which area do you regard as your strongest?

B. Which area do you regard as your weakest?

C. What is your greatest strength as a faculty member?

D. What is your structure, or method of operation, for classes you teach, e.g., _____straight lecture;_____lecture/discussion;_____ workshop/discussion; ______________, and what is your degree of success with it? (other-specify)

E. If there were something you could change about your teaching/counseling/librarian responsibilities, what would that be? (You may also respond to this question in terms of your program chairing responsibilities.)

F. If you experimented with any different teaching/counseling/librarianship strategies during this assessment period, please describe and evaluate them.

G. Rate your performance in such instrutionally related (and, in some cases, contractually specified) responsibilities as:

	Rating Scale (Circle One)					
	Highest		Average		Lowest	Not Applic.
1. Maintaining Office Hours	5	4	3	2	1	n/a
Comments:						
2. Advising	5	4	3	2	1	n/a
Comments:						
3. Taking on Committee Assignments	5	4	3	2	1	n/a
Comments:						
4. Fulfilling Committee Tasks	5	4	3	2	1	n/a
Comments:						
5. Fulfilling Program and/or Division obligations (e.g., making deadlines, meetings, etc.)	5	4	3	2	1	n/a
Comments:						
6. Filing outlines or syllabi (for the different courses you teach) in Division Office	5	4	3	2	1	n/a
Comments:						

H. What is the worst aspect of your job?

(Over)

I. What is the best aspect of your job?

J. What are your personal/professional/program goals in the next four years?

K. General Comments (a space for you to create your own questions and responses)

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FORM B
PEER EVALUATION

The purpose of this evaluation is to aid and benefit the evaluee in her/his personal and professional growth. A summary of responses will be shared with the evaluee, so specificity and concreteness of written comment or response is requested; however, this individual evaluation will be kept confidential.

NAME OF EVALUEE________________________________DATE_________________________

NAME OF PEER___________________________________TITLE________________________

DURATION OF RELATIONSHIP, IN YEARS____________FREQUENCY OF CONTACT______________

INSTRUCTIONS: Please evaluate the individual according to the criteria below by checkin the appropriate box. Written comments are a part of this peer evaluation and these shou pertain to the positive qualities of the evaluee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings should also be defined in specific terms.

		OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
1.	Assumes share of Dept./ Div. responsibilities	☐	☐	☐	☐
	Comments:______________________________				
2.	Attends scheduled meetings	☐	☐	☐	☐
	Comments:______________________________				
3.	Participates in governance system; chairs/serves on College/Div. committees	☐	☐	☐	☐
	Comments:______________________________				
4.	Contributes to and prepares well for meetings	☐	☐	☐	☐
	Comments:______________________________				
5.	Participates in identifying and solving Div./Institutional concerns	☐	☐	☐	☐
	Comments:______________________________				
6.	Responds to requests with timelines and quality	☐	☐	☐	☐
	Comments:______________________________				

(Over)

PEER EVALUATION FORM - Page 2

		OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
7.	Handles conflict/stress situations	☐	☐	☐	☐
	Comments: ______________________				
8.	Is able to work democratically	☐	☐	☐	☐
	Comments: ______________________				
9.	Is cooperative and supportive	☐	☐	☐	☐
10.	Respects others' time and views	☐	☐	☐	☐
	Comments: ______________________				
11.	Is open and fair in dealing with others	☐	☐	☐	☐
	Comments: ______________________				
12.	Keeps current in discipline	☐	☐	☐	☐
	Comments: ______________________				
13.	Demonstrates knowledge about curriculum requirements	☐	☐	☐	☐
	Comments: ______________________				
14.	Keeps office hours and is accessible to students	☐	☐	☐	☐
	Comments: ______________________				
15.	Expresses interest and concern about quality of his/her teaching	☐	☐	☐	☐
	Comments: ______________________				
16.	Makes contribution to outside community	☐	☐	☐	☐
	Comments: ______________________				

		OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
17.	Performs and serves the college well: overall rating	☐	☐	☐	☐
	Comments:________________				
18.	________________	☐	☐	☐	☐
	Comments:________________				
19.	________________	☐	☐	☐	☐
	Comments:________________				

20. GENERAL COMMENTS:

BELLEVUE COMMUNITY COLLEGE
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FORM C
ADMINISTRATOR EVALUATION

Please evaluate the individual according to the criteria below by checking the appropriat box. The purpose of this evaluation is to aid and benefit the evaluee in his/her persona and professional growth. A summary of responses will be shared with the evaluee, so specificity and concreteness of written comment or response is requested. This individual evaluation will be kept confidential except from the evaluee.

NAME OF EVALUEE______________________ DATE______________

NAME OF ADMINISTRATOR______________________ TITLE______________

DURATION OF RELATIONSHIP, IN YEARS__________ FREQUENCY OF CONTACT__________

	OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
1. Expresses interest and concern about quality of his/her teaching	☐	☐	☐	☐
Comments:______________________				
2. Attends scheduled meetings	☐	☐	☐	☐
Comments:______________________				
3. Participates in governance system; chairs/serves on College/Div. committees	☐	☐	☐	☐
Comments:______________________				
4. Contributes to and prepares well for meetings	☐	☐	☐	☐
Comments:______________________				
5. Contributes in identifying and solving Div./Institutional concerns	☐	☐	☐	☐
Comments:______________________				

(Over)

6. Responds to requests in a dependable & reliable manner ☐ ☐ ☐ ☐

Comments: ____________________

7. Responds to request with quality work ☐ ☐ ☐ ☐

Comments: ____________________

8. Handles conflict/stress situations ☐ ☐ ☐ ☐

Comments: ____________________

9. Works democratically and cooperatively with others ☐ ☐ ☐ ☐

Comments: ____________________

10. Respects the time and views of others ☐ ☐ ☐ ☐

Comments: ____________________

11. Keeps current in his/her field ☐ ☐ ☐ ☐

Comments: ____________________

12. Demonstrates interest in advising ☐ ☐ ☐ ☐

Comments: ____________________

13. Demonstrates current knowledge about curriculum requirements ☐ ☐ ☐ ☐

Comments: ____________________

14. Maintains office hours ☐ ☐ ☐ ☐

Comments: ____________________

15. Attends classes on time ☐ ☐ ☐ ☐

Comments: ____________________

16. Performs routine administrative duties where appropriate ☐ ☐ ☐ ☐

Comments: ____________________

17. Serves on program advisory committees and/or visits other colleges ☐ ☐ ☐ ☐

Comments: ____________________

18. Attends professional meetings and/or participates in prof. development activities ☐ ☐ ☐ ☐

Comments: ____________________

19. Assumes share of dept./div. responsibilities ☐ ☐ ☐ ☐

Comments: ____________________

20. ____________________ ☐ ☐ ☐ ☐

Comments: ____________________

21. ____________________ ☐ ☐ ☐ ☐

Comments: ____________________

Written comments are a part of this administrative evaluation. Please place them on the back of this form. Comments could pertain to the positive qualities of the evaluee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings from above should also be defined in specific terms.

APPENDIX E

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM D
STUDENT EVALUATION: LECTURE/DISCUSSION

1. Were grading procedures and standards clearly explained in the course syllabus?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

2. Were exams and other graded work returned to you in a reasonable period of time?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

3. Have the instructor's presentations helped you in understanding the material of this course?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

4. Were you allowed ample opportunity to ask questions in class?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

5. Was the instructor helpful outside of class (for example, during office hours)?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

6. Was the instructor generally considerate and respectful in dealing with you?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

7. Did the instructor appear to follow a well-developed plan for the course?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

8. Did the exams, assignments, papers, etc. challenge you to think?

0 1	2 3 4	5 6
NEVER	SOMETIMES	USUALLY

9. How much did you learn in this class?

0 1	2 3 4	5 6
VERY LITTLE	QUITE A BIT	A LOT

10. How would you rate this instructor on a scale of 0 to 6?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

(Over)

11.

0 1 2 3 4 5 6

12.

0 1 2 3 4 5 6

13. Does the instructor have any special qualities or skills that especially increase his/her teaching effectiveness?

14. Does the instructor have any characteristics that reduce his/her teaching effectiveness?

15. Are there any additional comments about the teaching of this course that you would like to make?

BELLEVUE COMMUNITY COLLEGE
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FORM E
STUDENT EVALUATION: LAB/CLINICAL

1. Were the clinical objectives clearly identified and defined?

0 1	2 3 4	5 6
NOT CLEAR	CLEAR	VERY CLEAR

2. Do you believe the clinical evaluation to be consistent with identified and defined objectives?

0 1	2 3 4	5 6
NOT IDENTIFIED	IDENTIFIED	WELL IDENTIFIED

3. Did your clinical assignments provide appropriate learning/challenge for you?

0 1	2 3 4	5 6
NOT ENOUGH CHALLENGE	APPROPRIATE	TOO MUCH CHALLENGE

4. Were clinical conference times well-utilized?

0 1	2 3 4	5 6
POORLY UTILIZED	MODERATELY UTILIZED	WELL UTILIZED

5. How would you rate your instructor's clinical preparation?

0 1	2 3 4	5 6
POOR	GOOD	EXCELLENT

6. Do you believe the instructor allows you the opportunity to practice what you have learned?

0 1	2 3 4	5 6
DOES NOT ALLOW	SOMETIMES	ALWAYS

7. Does the instructor facilitate effective communication?

0 1	2 3 4	5 6
NOT EFFECTIVE	EFFECTIVE	VERY EFFECTIVE

8. How do you rate the instructor's ability to deal with conflicts or difficult situations?

0 1	2 3 4	5 6
POOR	GOOD	EXCELLENT

9. Has the instructor the ability to utilize varied approaches to facilitate your learning?

0 1	2 3 4	5 6
NO ABILITY	SOME ABILITY	MUCH ABILITY

(Over)

Student Clinical Evaluation Form - Page 2

10. Has the instructor been available for individual help?

0 1	2 3 4	5 6
ALMOST NEVER	REASONABLY	ALWAYS

11. Does the instructor provide pertinent feedback on student performance?

0 1	2 3 4	5 6
ALMOST NEVER	SOMETIMES	ALWAYS

12. How do you rate this instructor as a "Role Model?"

0 1	2 3 4	5 6
POOR	GOOD	OUTSTANDING

13.

0 1	2 3 4	5 6

14.

0 1	2 3 4	5 6

15. Your instructor would like to know if there is something you believe might be done especially well to enhance your learning.

16. Your instructor would like to know what specific things you believe might be done to improve his/her clinical teaching.

17. Please write any comments about the clinical rotation in general. Please feel free to continue on the back of this form.

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FORM F
STUDENT EVALUATION OF COUNSELORS

You came into the Human Development Center recently and saw a Bellevue Community College Counselor. We want to improve our services to the community, and your response is essential in our evaluation process.

1. I consulted with the counselor about the following concerns:

   a. Advising or educational planning
   b. Career planning
   c. Coping with BCC as an organization
   d. Situational (money, housing, transportation, etc.)
   e. Personal
   f. Relationships with others: family, friends, faculty, etc.

2. How many times have you seen the counselor?
   1-2 3-5 6-10 11+

Please rate the counselor on each of the following statements by circling the number which most nearly indicates your evaluation.

3. The counselor perceived and responded to my needs in a way that was:

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

4. The counselor listened well:

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

5. The counselor is dependable (keeps appointments, is on time, follows through on commitments):

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

If you saw the counselor for advising/career planning, answer the following questions. If not, please skip to Question 9.

6. The counselor helped me to identify educational and/or career goals and plan effective strategies for achieving my goals.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

7. The counselor knew when and how to refer me to appropriate educational career resources.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

(Over)

8. The counselor demonstrated adequate knowledge about degree, course, and/or transfer requirements.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

9. The counselor encouraged me to develop and clarify my own goals and take responsibility for working toward solutions.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

10. The outcomes from meeting with this counselor have been:

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

11. How would you rate this counselor on a scale of 0 to 6?

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

12.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

13.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

14. What did the counselor do that was particularly useful or not useful? You particularly liked or disliked?

Please return this form in the enclosed envelope within the next few days.

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FORM G
STUDENT EVALUATION OF LIBRARIANS

LIBRARIAN____ DATE____________________

How many times has the librarian assisted you?
_____1-2 _____3-5 _____6-10 _____11+

Please rate the librarian on each of the following statements by circling the number which most nearly indicates your evaluation.

1. The librarian was friendly and courteous.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

2. The librarian was helpful.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

3. The librarian helped me locate appropriate materials.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

4. The librarian encouraged me to think independently.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

5. The librarian taught me to use the library facilities independently.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

6. The librarian asked pertinent questions.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

7. My overall rating of the librarian is:

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

8.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

(Over)

9.

0 1	2 3 4	5 6
UNSATISFACTORY	SATISFACTORY	OUTSTANDING

Comments:

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM H
SUMMARY EVALUATION STATEMENT BY ADMINISTRATOR

I. NAME____________________________ POSITION________________________

RATING PERIOD FROM ________________ TO____________________________

LAST APPRAISAL DATE____

DATE THIS REVIEW WAS DISCUSSED WITH EVALUEE__________________________

II. Areas in Need of Improvement

III. Developmental Plan (suggested actions: including administrators plan of action to assist evaluee)

IV. Areas of Strengths

(Over)

SUMMARY EVALUATION STATEMENT BY ADMINISTRATOR - Page 2

V. Overall Appraisal

OUTSTANDING	SATISFACTORY	UNSATISFACTORY
☐	☐	☐

Comments: (Required if rating is unsatisfactory)

______________________________________ __________________
(Unit Administrator's Signature (Date)

- -

Evaluee's Comments: I _____agree _____disagree with the rating as follows:

______________________________________ __________________
(Evaluee's Signature) (Date)

- -

Dean of Instructional Services Comments:

______________________________________ __________________
(Dean's Signature) (Date)

- -

Routing: Original - Personnel File
1st Copy - Evaluee
2nd Copy - Unit Administrator

Appendix G

TENURE REVIEW PROCESS
Bellevue Community College

TENURE REVIEW COMMITTEE ACTIONS

Terminate or Continue Probation 3/15 Probationary Period	Terminate, Tenure or Extend Probation 3/15 Continuous Evaluation	Effective Date of Tenure Award if Granted 2nd Year Probationer	Termination or Tenure Decision 1/15 Continuous Evaluation	Effective Date of Tenure Award 3rd Year Probationer
Fall OND Winter JFM Spring AMJ	Fall OND Winter JFM Spring AMJ		Fall OND Winter JFM Spring AMJ	Fall OND
1st Year	2nd Year		3rd Year	4th Year

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between
Board of Trustees and Faculty Association

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1985-1987
Faculty
Salary
Program

Highline
Community
College

JC 870524

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HIGHLINE COMMUNITY COLLEGE

COMMUNITY COLLEGE DISTRICT 9

MIDWAY, WASHINGTON

FACULTY SALARY PROGRAM

1985-87

THIS DOCUMENT WAS PRODUCED
THROUGH NEGOTIATIONS BETWEEN

HIGHLINE COMMUNITY COLLEGE

AND THE

HIGHLINE COLLEGE EDUCATION ASSOCIATION

RATIFIED BY FACULTY VOTE ON SEPTEMBER 17, 1985

APPROVED BY THE BOARD OF TRUSTEES ON NOVEMBER 14, 1985

Highline Community College

FACULTY SALARY PROGRAM
1985-87

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SALARY PROGRAM 1985-87

100 INTRODUCTION

101 Objectives

To attract and hold the highly qualified educator.

To provide comparable pay for comparable preparation, experience, and performance as professional educators.

To encourage all faculty members to improve their professional preparation, skills, and performance for the benefit of the students, the College, the profession, and the community.

To combine flexibility, simplicity and ease of administration.

102 Exclusive Recognition

The College recognizes the Highline College Education Association as the exclusive bargaining agent per RCW 28B.52.030, as now adopted or hereafter amended, for all faculty members (as defined in RCW 28B.851 2a) employed or to be employed by the College.

103 Summary

All pronouns used in this document apply equally to faculty members, regardless of sex.

Certified employees at Highline Community College, other than administrative and temporary personnel, are paid according to the Salary Schedule contained in this document. It is the responsibility of the employee to provide the evidence required for initial placement to the College's Personnel Office prior to initial placement on the Salary Schedule.

New faculty members are initially placed on the Salary Schedule as described in the section 200 Initial Placement. No adjustments can be made after the second payroll accumulation (October 15) except as specified in section 908.3.

Following initial placement, vertical movement within a column is one step downward per each year of satisfactory service in the position for which the faculty member was hired.

A faculty member may move laterally between successive columns by qualifying for the next column to the right under the criteria listed in section 302 Eligibility for Column Advancement.

200 INITIAL PLACEMENT

201 Introduction to Initial Placement on the Salary Schedule

A person receiving his initial probationary contract will be placed on the schedule in the appropriate column and at the appropriate step upon recommendation of the appropriate dean and approval of the President.

The candidate's relevant experience is first determined as specified in section 203.1. This relevant experience combined with degrees and credits (see section 203.2) and other qualifying criteria are used to determine the column placement as specified in section 202. Once the candidate is placed in the column, the appropriate step is determined as specified in section 203.3. Should the candidate qualify for two columns, he may elect which column to be placed in.

The appropriate dean, or designee, shall discuss initial placement with the candidate prior to formal acceptance of the initial full-time faculty contract covered by this Salary Program. The dean shall provide written details of the placement to the candidate and shall indicate that the candidate may contact the HCEA regarding any questions concerning initial placement.

202 Criteria for Initial Column Placement

Teaching Assignments

1. Teaching field traditional academic assignment; Librarians, Student Services.

Column A	B.A. degree but less than criteria for Column B.
Column B	M.A. degree but less than criteria for Column C.
Column C	M.A. degree and 90 credits or Ph.D., plus four years relevant experience.

2. Teaching field for which Masters Degrees are not generally granted and apprenticeships are normally used.

Column A	Four years apprenticeship plus two years of journeyman experience but less than criteria for Column B.
Column B	Four years apprenticeship and two years journeyman experience plus two additional years relevant experience but less than criteria for Column C.
Column C	Four years apprenticeship and two years of journeyman experience, plus additional five years relevant experience, plus 60 additional credit hours directly related to teaching assignment.

3. Teaching field for which A.A. or B.A. degrees are normally the professional standard and apprenticeships are not used.

Column A	A.A. degree and two years relevant experience or B.A. degree but less than criteria for Column B.
Column B	A.A. degree and five years relevant experience or B.A. plus two years relevant experience but less than criteria for Column C.
Column C	A.A. degree and seven years relevant experience, plus 60 additional credit hours directly related to teaching assignment or B.A. degree and seven years relevant experience.

4. Teaching field for which post-secondary degrees are not granted and apprenticeships are not used.

Column A	Five years relevant experience but less than criteria for Column B.
Column B	Eight years relevant experience.
Column C	Ten years relevant experience, plus intensive professional training for not less than one year, plus 90 additional credits directly related to teaching assignment.

203 General Provisions for Initial Placement

203.1 Determining Relevant Experience

In determining "Relevant Experience" the following will be added for each year of full-time experience and rounded to the nearest whole number.

a. 1/2 of the number of years of employment outside education but directly related to the faculty assignment.

b. 1/3 of the number of years of elementary school faculty experience.

c. 1/2 of the number of years of secondary school faculty experience.

d. 1/2 of the number of years of teaching assistant experience in an instructional capacity equated on a full faculty load basis.

e. The number of years of college and/or post-secondary vocational technical institute faculty experience.

f. Military service may be considered if the military experience is directly related to the faculty member's assignment at the College.

203.2 Determining Appropriate Degrees and Credits

For initial placement, degrees must be earned from fully accredited institutions as determined by the Dean of Instruction or successfully appealed to the College President.

For initial placement, credits are defined as college quarter hours of credits or the semester hour equivalent. To be considered in column placement, the credits must be directly relevant to the faculty assignment, completed with a passing grade at an acceptable level and at a fully accredited institution as determined by the Dean of Instruction, or successfully appealed to the College President.

203.3 Determining Appropriate Step Placement

Relevant experience, as determined according to section 203.1, shall be used to determine either column or step placement but may not be used for both.

Once column placement is determined, the remaining relevant experience, as determined according to section 203.1, shall be used to move down the column at the rate of one step per relevant year provided that the maximum step of the column may not be exceeded.

203.4 Determining Exceptional Placement

A candidate may be initially placed in Column D only by special recommendation of a division chairman and approval by the President for outstanding candidates who far exceed the qualifications for Column C.

Exceptional initial placement, other than in Column D as described above, shall be in terms of vertical movement down the steps in the column as recommended by the division chairman and approved by the President.

204 Evidence for Original Placement

It is the responsibility of the applicant to provide official transcripts of all relevant College work and other evidence required for initial placement on the Salary Schedule to the College's Personnel Office prior to the initial placement on the Schedule. Provisional placement based on work in progress (e.g., summer completion of a thesis) will be granted upon request, but will not be implemented until the pay period subsequent to the submission of documentation.

205 Departure From Salary Schedules

The Board, at its discretion, may depart from the salary schedules for special purposes, provided the salary level exceeds that contained in this document.

206 Appeals and Exceptions

Appeals and exceptions to initial placement (section 200-205) may be taken to the Placement Appeals Committee. Appeals of initial placement must be made before the end of fall quarter of the first year of probation. The Placement Appeals Committee shall make its recommendation to the President by the sixth week of winter quarter. The President shall accept or reject the recommendations of the Committee by the end of the first week of spring quarter.

The Placement Appeals Committee shall have a membership of five: the division chairman, two members appointed by the President, one member appointed by HCEA from the discipline to which the candidate is applying for teaching, and the Vice President/President-elect of HCEA.

300 ADVANCEMENT

301 Summary of Step and Column Advancement

Step advancement within a column is dependent upon the completion of a year of satisfactory performance in the faculty assignment.

Advancement between successive columns will be granted upon the faculty member's meeting the minimum qualifications of the higher column as set forth in section 302. Advancement will be granted annually at the beginning of the academic year following completion of the requirements.

Faculty members advancing between columns will remain on the same salary step for the year of advancement.

302 Eligibility for Column Placement

To be eligible for movement from one column to the next, a faculty member must meet the following criteria.

302.1 Tenure Requirement

The individual must have been granted tenure prior to the granting of column advancement. Application can be made by probationary faculty during their third year of regular employment to be effective not prior to the fourth year of employment.

302.2 Experience Requirements

To move from:

Column A to B, applicant must have been in Column A for one year.

Column B to C, applicant must have been in Column B for two years.

Column C to D, applicant must have been in Column C for three years and employed as a full-time faculty member at Highline for at least six years.

Column D to E, applicant must have been in Column D for four years and employed as a full-time faculty member at Highline for at least ten years.

302.3 Credit Requirements

To move from:

Column A to B, applicant must have accumulated at least five (5) credits while in Column A or have earned at least 255 total credits.

Column B to C, applicant must have accumulated at least ten (10) credits earned after the previous successful column advancement or have earned at least 280 total credits.

Column C to D, applicant must have accumulated at least fifteen (15) credits earned after the previous successful column advancement or have earned at least 300 total credits.

Column D to E, applicant must have accumulated at least twenty (20) credits earned after the previous successful column advancement or have earned at least 315 total credits or have an earned Doctorate degree.

Credits described above must meet the requirements listed in section 302.4 below. The phrase "after the previous successful column advancement" shall also mean initial placement on the schedule, when appropriate.

302.4 Credit Evaluation

Credits must be accepted as PDU's as defined by SBCCE in constructing the hypothetical salary schedule. Work experience, publication writing, etc., may be used as credits (50 clock hours equals one credit) provided the individual faculty member is placed on the hypothetical salary schedule in the maximum column and the actual instructional faculty salary in the previous year does not exceed the hypothetical average salary by more than ten (10) percent.

To become a candidate for column advancement, a faculty member must so notify the Personnel Director, in writing, not later than September 1. The Dean of Instruction must be provided with a report of credits completed, including transcripts, letters of certification, or other supporting evidence, by September 1. Documentation of accumulation of credits rests with the faculty member. Following approval of credits by the Dean, the reports and supporting documentation will be forwarded to the Personnel Office. The Personnel Director will notify candidates when they have met the criteria for column advancement.

400 SALARY AND STIPEND SCHEDULES

401 Full-Time Faculty Salary Schedules

The Highline College Education Association and the College administration agree that faculty column advancements and increments shall be paid for 1985-86 and 1986-87. The 1985-86 advancements and increments that would normally be paid at the beginning of the year will be paid as a single lump-sum payment and included in the May 10, 1986 payroll.

Should the 1986 Legislature, or subsequent legislatures grant a salary increase for faculty, the Association and the College agree to develop the full-time faculty salary schedules for 1985-86 and 1986-87 as provided in the enabling legislation. The actual schedules will be prepared once all data are available including the column advancements. The amount of the raise shall include the full percentage authorized by the Legislature and any additional raise(s), including optional and/or merit raises as approved by the Legislature and/or the State Board for Community College Education. The raise(s) shall be applied to the 1984-85 salary schedule, and subsequent schedules, consistent with all laws, guidelines, rules, and/or regulations established by the Legislature, OFM, or SBCCE. The raise(s) will be used first to grant step and column advancements, with the remaining amount to be applied to the schedule to provide equal percentage increase for each step. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct these schedules.

402 Position Stipends Paid from General Fund

Position	Stipend
Division Chairman	0.10 x (D-12)

Coordinator:
Coordinator stipends shall be determined by the method approved by the Instructional Council on November 8, 1982, or as modified by the Council. Objective criteria used to calculate the stipends may include, but will not necessarily be limited to:

The number of full-time faculty assigned to the department.
The number of part-time faculty.
Laboratory supervision factor.
Size of departmental supplies/materials budget.
Supervision of classified staff.
Summer school planning.
Departmental complexity factor.

403 Doctorate Stipend

A full-time tenured faculty member who earns a doctoral degree from an accredited institution while employed at Highline Community College shall be awarded a one-time stipend in the amount of $500 payable on the next annual contract. If the degree is earned during pre-tenure probationary period, the stipend shall be awarded upon granting of tenure.

404 Part-Time Faculty Salary Schedules

The Highline College Education Association and the College administration agree to develop the part-time faculty salary schedules for 1985-86 and 1986-87 once all data are available.

The amount of the raise shall include the full percentage authorized by the Legislature and any additional raise(s) as approved and funded by the Legislature and/or the State Board for Community College Education. The raise(s) shall be applied to the 1983-84 salary schedule consistent with all laws, guidelines, rules, and/or regulations established by the Legislature, OFM, and/or SBCCE. The raise(s) will be used to grant an equal percentage increase for each step. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct these schedules.

404.1 Placement on Salary Schedule

Part-time faculty are placed on the above schedule on the basis of their teaching experience at Highline Community College only. Part-time faculty are initially placed at step one. To qualify for step two, the faculty member must meet one of these three criteria:

a. have completed three quarters of teaching
b. have completed teaching 20 credits
c. have completed 440 hours as a counselor or librarian

To qualify for step three, the faculty member must meet one of these three criteria:

a. have completed 11 quarters of teaching
b. have completed teaching 60 credits
c. have completed 1320 hours as a counselor or librarian

In preparing part-time agreements, the College will normally use the first criteria unless notified by the faculty member of his eligibility for a higher step placement prior to the end of the third week of the quarter. Once notified and verified, the instructor will be paid at that step unless subsequently he qualifies for a higher step.

404.2 Calculations for Salary

The number of hours, to which the above hourly rates will be applied, shall be calculated as follows:

Contact Hours:

The actual hours a part-time instructor meets with the students in a classroom lecture or laboratory setting as defined by the appropriate entry in the Course Master file. For non-instructional faculty, the contact hours will be specified on the part-time faculty agreement. The above pay scale for these hours includes basic responsibilities for planning, preparation, student evaluation, and other necessary activities to provide quality service.

Additional hours of compensation be paid for the following:

1. Extended Planning and Preparation

Hours may be added to a part-time instructor's agreement because the nature of the course requires considerably more than average or expected planning and preparation for quality instruction. The majority of part-time instructors will receive compensation for at least one additional hour for every ten hours of lecture as defined by the Course Master file. In addition, part-time instructors in lab courses will receive compensation of at least one additional hour for every 20 hours of laboratory as defined by the Course Master file.

2. Extended Student Evaluation

Hours may be added to a part-time instructor's agreement because the nature of the course requires the instructor to spend additional time to assure complete evaluation of the student's performance. The majority of part-time instructors will receive compensation for at least one additional hour for every ten hours of lecture as defined by the Course Master file.

3. Office Hours and Advising

Hours may be added to a part-time instructor's agreement for assigned office hours and student advising.

4. Administrative Duties and/or Committee Work

Hours may be added to a part-time instructor's agreement to compensate for assigned administrative duties as general faculty responsibilities, e.g., committee work, special projects, etc.

404.3 Payment for Cancelled Classes

Classes may be cancelled at the direction of the College because of insufficient enrollment or other extenuating circumstances. Payment for cancelled classes may vary with the type of assignment but will generally follow this schedule: If cancelled prior to one week before starting date of the class, no payment will be made; if cancelled within one week of the starting date of the class, payment will be for number of contact hours of the first class session; if cancelled any time after the initial class session, payment will be based on a fractional part of the contract completed.

404.4 Payment for Self-Supporting Classes

Instructors of community service or other self-supporting courses will be compensated at not less than the hourly rates listed on the first step in the first column (BA or equivalent) except as provided below. Stipends may be added for "planning and preparation" at ten percent of the total course hours. If low enrollment in a self-supporting class jeopardizes the continuation of that course, the instructor and the Director Continuing Education & Self Support Programs may negotiate a salary that is consistent with the course's income, thus not cancelling the course. Revenue produced by each self-supporting course is expected to equal at least 30 percent more than the course's direct costs.

404.5 Payment for Seminars, Workshops, Conferences, and other Activities

Coordinators, planners, and staff members of workshops, seminars, conferences, athletic or recreational activities, individualized instruction and/or community service activities will be paid a stipend via a part-time agreement, as determined by the Director Continuing Education & Self Support Programs and approved by the Dean of Instruction.

A part-time faculty member will be entitled to compensation for involvement in seminars, workshops, conferences, and courses at the rate of $10.00 per hour if the involvement is required for the faculty member's college assignment.

404.6 Sick Leave Payment

While this Salary Program is in effect, any part-time faculty member, being paid at step 3 on the above schedule, shall receive no salary deduction for absence due to illness from class(es) figured as follows: .0454 times the contracted class contact hours per quarter rounded upwards to the nearest whole hour.

405 Summer School Salaries

405.1 Introduction

Summer school assignments are considered separatr from the basic contracted obligations of the individual full-time faculty member and the College. This basic obligation of full-time faculty members and the College is formalized by a regular full-time faculty contract while additional assignments for evening instruction, summer school teaching, etc., are handled through separate agreements.

Only faculty holding regular full-time appointments at the College and teaching day classes scheduled as part of the summer program will be eligible to be paid a base salary plus additional duty stipends, if any. The base salary for each faculty member for the summer session will be 17 percent of his annual base salary, excluding all stipends but including all salary reductions due to leaves, for the year preceding the summer session.

405.2 Salary Calculations

A full load for calculating summer teaching salaries is defined as teaching from 10 to 12 credit hours or the equivalent excluding special courses with low enrollments. Variable credit classes, mathematics laboratory, learning skills laboratory, reading laboratory, combined class sections, and team teaching assignments may be included in full load calculations as determined by the Dean of Instruction in consultation with the appropriate division chairman.

Full-time faculty teaching less than ten credit hours or equivalent during the day are eligible only for payment according to the following:

9 credits -- 90% of 17% (15.3%)
8 credits -- 80% of 17% (13.6%)
7 credits -- 70% of 17% (11.9%)
6 credits -- 60% of 17% (10.2%)
5 credits -- 50% of 17% (8.5%)
4 credits or less, use part-time schedule with two exceptions:

a. When an individual faculty teaching load is reduced to less than five credits by class cancellations after signing a summer contract; or,
b. When course is an "essential" summer offering, as determined by the Dean of Instruction in consultation with the appropriate division chairman, and no other summer faculty is available to teach the course.

Student Services faculty, librarians, and media specialists, holding regular full-time appointments at the College and assigned day responsibilities will be eligible to be paid a base salary calculated on the percentages and contact hours shown below:

Percentage	Contact Hours	
	Librarians	Student Services
17%	228	214
15.3%	206	193
13.6%	182	171
11.9%	160	150
10.2%	137	128
8.5%	114	107
Part' Time Schedule	114	107

These contract hours are analogous to class contact hours for summer teaching faculty and are exclusive of responsibilities specified in section 405.3.

An equivalency of ten credit hours may be used to determine summer salaries when approved by the Dean of Instruction in consultation with the appropriate division chairman. These equivalencies shall be calculated by using contact hours and instructional mode as shown below:

	Contact periods as equivalent to 10 credits
Laboratory or studio work only	20
Mathematics laboratory*	15
General lecture, including composition courses, reading courses, foreign language courses and mathematics courses	10
Health and Physical Education:	
activities only	13
lectures only	10

*Provided that the student credit hours generated by the instructor in the laboratory is consistent with the student credit hours generated by instructors having a comparable summer assignment in the mathematics division.

Part-time day faculty shall be paid on the Part-Time Salary Schedule. All faculty teaching evening classes will also be paid on the Part-Time Salary Schedule.

405.3 Basic Assignments

The base salary includes the responsibilities normally associated with teaching of assigned classes, including the professional duties of student evaluation, class preparation, etc. Specifications of these responsibilities are detailed under the "Responsibilities to Classes" in section 601.1 of this Salary Program. The base salary also includes regularly scheduled office hours during which time the faculty member shall be available to meet with Highline students or community members without appointments. The number of weekly office hours shall be determined by the following schedule and shall be held on those days on which the faculty member is assigned classes.

Full load -- 5 office hours per week
9 credits -- 4-1/2 office hours per week
8 credits -- 4 office hours per week
7 credits -- 3-1/2 office hours per week
6 credits -- 3 office hours per week
5 credits -- 2-1/2 office hours per week
4 credits -- 2 office hours per week
3 credits -- 1-1/2 office hours per week
2 credits -- 1 office hour per week
1 credit -- 1/2 office hour per week

Office hours shall be established and submitted to the Dean of Instruction for approval prior to the end of the first week of classes.

The base salary also includes minor incidental institutional responsibilities such as conferences with administrators, meeting with other faculty members, etc. This responsibility would normally account for less than five hours for the summer.

405.4 Additional Assignments

Additional duty stipends may be awarded to some summer faculty to assume additional responsibilities for those divisions with heavy summer work loads (new program implementation, programs with special admissions problems, large and/or complex class schedules, etc.). Divisions or individual faculty members may initiate requests for these additional duty stipends. Requests for these stipends will follow the normal channels and dates used in the class schedule building process. The decision to fund or not fund these requests will be made prior to the first day of student registration for summer quarter. The need for and authorization of these services will be determined by the appropriate Dean.

These stipends will be identified on the Summer School Agreement and may be paid as a percentage of the individual's annual salary not to exceed 5.2 percent. These additional duty stipends are independent of summer teaching contracts and may be awarded to any regular faculty member regardless of credits taught in summer school. A faculty member may decline any or all additional assignments.

405.5 Faculty Selection

Highline College Education Association and the administration agree that each department will follow the written procedures adopted by a majority vote in each department under the terms of the 1983-85 agreement that ensures each full-time faculty member an equal opportunity to teach day classes during summer quarter. These procedures may be revised by majority vote in each department. The division chairperson, in consultation with the Dean of Instruction, will ensure the procedures are followed.

406 Special Advising Salaries

Faculty may be requested to serve as advisors during periods outside the approved academic calendar. Remuneration for such assignments will be on the basis of the Part-Time Salary Schedule.

500 RULES AND REGULATIONS FOR THE IMPLEMENTATION OF TENURE

501 Preamble

A half century of practice has established the concept of awarding tenure in higher education to balance rights of teachers and institutions with common good by protecting free inquiry and its exposition from intolerant bias and dogmatic resistance to change. Academic freedom is essential and its teaching aspect is fundamental for the protection of the rights of the instructor to freedom in teaching and of the student to freedom in learning. The Washington State Legislature has recognized the importance of this concept when it established a system of tenure in the community college system. This act described its purpose:

> "It shall be the purpose of RCW 28B.50.850 through 28B.50.869 to establish a system of faculty tenure which protects the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community colleges. RCW 28B50.850 through 28B.50.869 shall define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member."

502 Definitions

Tenure -- shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process. Tenure shall be retained upon transfer within Community College District 9, but tenure granted in another community college district shall not be retained upon transfer into Community College District 9. If a tenured faculty member terminates employment with Community College District 9, he concurrently loses his tenure.

Faculty Appointment -- shall mean full-time employment on a contract as a teacher, counselor, librarian or other position for which the training, experience, and responsibilities are comparable as determined by the Appointing Authority, except administrative appointments. Faculty appointment shall also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have status as a teacher, counselor, or librarian.

Probationary Faculty Appointment -- shall mean an annual faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment. A probationary faculty appointment shall not be terminated prior to the expiration of the written terms of the appointment except by due process for adequate cause.

Probationer -- shall mean an individual holding a probationary faculty appointment.

Tenure Review Committee -- shall mean a committee of representatives of the administration, the faculty, and the student body created pursuant to RCW 28B.50.869 for the purpose of assisting probationary faculty appointees in improving their appointment effectiveness and evaluating probationers for the purpose of recommending to the Appointing Authority whether or not tenure should be granted.

Working Committee -- shall mean a committee of representatives of the faculty and the administration established for each probationary faculty appointee. A representative of the student body may be involved. They will gather information regarding the probationer's performance and assist the probationary appointee in improving his or her effectiveness with regard to his or her appointment. They will carry out the directives of the Tenure Review Committee.

Appeals Review Committee -- shall mean a committee of representatives of the faculty, administration and students which hears appeals of dismissed tenured faculty members and recommends action to the Appointing Authority.

Administrative Appointment -- shall mean employment on a specific administrative position as determined by the Appointing Authority. Administrative appointees shall be subject to contracts other than those covered by this policy. A faculty member who accepts an Administrative Appointment subsequent to attaining tenured status under this policy shall retain tenured status for only that faculty position while employed as an administrator.

Appointing Authority -- shall mean the Board of Trustees of Community College District 9.

Instructional Unit -- shall mean a multi-disciplinary group of faculty members under the leadership of one of their members below or at the rank of associate dean. Such instructional units shall be comparable to divisions constituted at this college. For the purpose of this policy, the seven instructional units shall include: Business, Engineering/Mathematics/Science, Health and Physical Education, Humanities, Technical and Educational Services, Social Sciences, and Developmental Studies and Student Services.

503 Election and Composition of Committees

The conduct of the Tenure Review Committee Elections shall be the responsibility of the President or his/her designee. Newly elected Tenure Review Committee members shall assume office at the beginning of spring quarter. These steps are designed to provide faculty continuity on the Tenure Review Committees.

503.1 Tenure Review Committee

The Tenure Review Committee shall be composed of:

a. the Dean of Instruction or chief instructional administrator;

b. four tenured faculty members, each from a different instructional unit, elected to three-year terms by the faculty as a whole, one or two each year prior to the end of winter quarter to serve the following three years. A fifth tenured faculty member from the probationer's instructional unit will be added to the committee when the probationer is being considered. The fifth member shall serve as a Tenure Review Committee member only with regard to that probationer. The Tenure Review Committee election for 1981-82 resulted in two faculty members being elected to three-year terms, one being elected for a two-year term, and one being elected to a one-year term. Subsequent elections shall be for three-year terms.

c. one administrator or faculty member appointed by the President; and

d. one student member, who shall be a full-time student, chosen by the student association in such manner as the members thereof shall determine. For the purpose of this policy, a full-time student shall be defined as currently enrolled for twelve or more credits.

If a member becomes unable to serve, the replacement shall be elected to complete the term by the appropriate division from those eligible to serve.

503.2 Working Committee

A Working Committee shall be formed for each probationer and shall consist of the following:

a. one tenured member from the probationer's instructional unit elected by the faculty as a whole during faculty orientation. This member shall become a Tenure Review Committee member with regard to this probationer only.

b. one tenured member from the probationer's discipline, if extant; if not extant, then from the instructional unit elected by the faculty in that unit;

c. one tenured faculty member from outside the unit elected by the faculty as a whole during faculty orientation;

d. one member from the administration or faculty to be appointed by the President; and

e. at the request of the student body, one student member, who shall be a full-time student, chosen by the student association in such manner as the members thereof shall determine. For the purpose of this policy, a full-time student shall be defined as currently enrolled for twelve or more credits.

504 Tenure Review Committee

504.1 Establishing Criteria

a. The Tenure Review Committee shall establish general guidelines to be used by the instructional unit in formulating their criteria for the granting of tenure. The instructional unit shall then formulate the unit's criteria and send these to the Tenure Review Committee.

b. The Tenure Review Committee, using the instructional unit's criteria shall give final formulation to the criteria.

c. The Tenure review Committee shall develop the form(s) for receiving reports from the working committees.

504.2 Ongoing Responsibilities

a. The Tenure Review Committee will review all criteria annually.

b. The Tenure Review committee will make periodic checks to ascertain whether the working committees are using the prescribed criteria in evaluating their probationers.

c. The Tenure Review Committee shall, before the end of the first four weeks of employment of the probationer, transmit this document and the current criteria to the probationer and the working committees that are to function during the academic year.

d. The Tenure Review Committee will be available for consultation with the working committees.

e. The Tenure Review Committee chairman or his designee shall contact all probationers in their first four weeks of employment to determine if the probationer has received a copy of this document, has met with the appropriate working committee, and to clarify any questions or concerns the probationer may have about the Rules and Regulations for the Implementation of Tenure.

f. The Tenure Review Committee shall meet prior to the last week of spring quarter to elect a chairperson for the following year.

504.3 Probationer Complaints

The Tenure Review Committee shall investigate any complaint by a probationer concerning activities of his working committee through the following procedures.

a. Upon receipt of a written complaint from a probationer, the chairperson of the Tenure Review Committee shall call a meeting of the committee to select three of its members to serve as a Special Study Committee.

b. The Special Study Committee shall consist of the following five members:

  (1) three selected from the Tenure Review Committee;

  (2) the chairperson of the probationer's working committee;

  (3) one member selected by the probationer filing the complaint.

c. The Special Study Committee shall meet with the probationer, his working committee, and any other person(s) as appropriate.

d. After a thorough review of the probationer's complaint and within fifteen days after being formed, the Special Study Committee shall send in writing its findings and recommendations to the chairperson of the Tenure Review Committee, with copies to the probationer.

e. Within seven days after receiving the report of the Special Study Committee, the Tenure Review Committee shall meet and consider the report. The Tenure Review Committee may take corrective action including, but not limited to: changing the composition of the Working Committee, replacing member(s) of the Working Committee, directing the Working Committee to make changes in its procedures, or direct the Working Committee to take other action. The Tenure Review Committee's response and any action related to the complaint shall be communicated to the probationer and to the chairperson of his Working Committee.

505 Function of the Working Committee

The Working Committee shall select from among its members a chairperson who should then secure the necessary forms and criteria from the tenure Review Committee.

The Working Committee shall gather information appropriate to the evaluative criteria for the probationer. To this end the Committee shall meet with the probationer at least once each quarter for three quarters per year to discuss his or her performance and the evaluative criteria. A written report of these meetings will be provided to the probationer and will include the names of committee members present and the substantive conclusion of such meetings. The probationer shall acknowledge receipt in writing of such communications. Such information shall be treated as confidential and kept under security by the chairperson of the Working Committee who will coordinate the process and maintain records pertaining to the probationer.

The Working Committee must secure each year from the instructional unit chairperson a minimum of one written evaluation of the probationer. This evaluation should address each criterion being used by the Working Committee.

The Working Committee shall forward to the Tenure Review Committee periodic reports on the progress of the probationer as requested by the Tenure Review Committee. Normally the Working Committee would not make less than one report during the first year of probation, two reports during the second year of probation, and one report during fall quarter of the third year of probation. These reports shall include information and data required by the Tenure Review Committee for evaluating the probationer.

Upon a final decision of the Board of Trustees to grant tenure or not to renew a probationer's appointment, each Working Committee shall forward all its records to the Tenure Review Committee for disposition as described under section 506.

506 Tenure Review Committee - Recommendation

During each year of probation the Tenure Review Committee shall receive from each Working Committee a report(s) of the Working Committee's activities as described in section 505. When considering the Working Committee's reports, or at any other time, the Tenure Review Committee may request additional information of a Working Committee.

The Tenure Review Committee shall meet and consider reports from the Working Committees. A written report of these meetings will be provided to the probationer and will include the names of committee members present, the substantive conclusions of the meeting, and any suggestions the Committee may have on how the probationer may improve his or her appointment effectiveness. The probationer shall acknowledge receipt in writing of such communications. During each year of probation, the Tenure Review Committee shall recommend tenure, or continuation of probation or nonrenewal of the probationer's contract to the Board of Trustees. These recommendations, based upon appropriate evaluative criteria, shall include a summary of the evidence considered by the Committee as well as the specific recommendation. Copies of these recommendations shall be transmitted to the probationer, to the instructional unit chairperson, and to the Appointing Authority through its designee.

The Tenure Review Committee recommendations shall be transmitted to the Board of Trustees before the January meeting of the Board.

Upon a final decision of the Board of Trustees to grant tenure or not to renew a probationer's appointment, the Tenure Review Committee shall make the following disposition of its records regarding the probationer:

a. Nonrenewal: Maintenance with the security for a period corresponding to statutory limitations followed by destruction of all records.

b. Tenure: Destruction of records.

In no case during the period of probation shall the records of the Tenure Review Committee or of any Working Committee be used for any purpose other than evaluation of probation for tenure qualification, unless it is at the written request of the probationer and with the written permission of the writer.

507 Review of Appointing Authority of Tenure Recommendations

The Appointing Authority through its designee shall receive all recommendations from the Tenure Review Committee, shall give reasonable consideration to these recommendations, and shall accept or reject such recommendations at its earliest possible convenience, normally the February Board meeting.

If the recommendation of the Tenure Review Committee is to deny tenure, the probationer shall be so informed before the Appointing Authority is notified. The probationer shall have the right to submit written materials to the Appointing Authority stating his position regarding the recommendation.

In a case where the Appointing Authority disagrees with the recommendations of the Tenure Review Committee and is considering either nonrenewal or granting tenure, the following procedure shall be used:

a. The Appointing Authority shall request the Tenure Review Committee to review further its recommendations. The Appointing Authority shall then direct its designee to convene a meeting with the Tenure Review Committee to discuss the Board's concern.

b. After the Tenure Review Committee completes its reviews and considers any suggestions from the Appointing Authority, the Committee may request a meeting with the Appointing Authority in executive session and/or may send a second recommendation to the Appointing Authority not later than 10 days after the Appointing Authority's request for further review or the executive session, whichever is later.

c. The Appointing Authority will then make the final decision.

508 Procedures for Granting Tenure - Additional Provisions

In addition to the procedures described above, the following shall apply:

a. All candidates for tenure must be reviewed by the Tenure Review Committee. The recommendations of the Tenure Review Committee shall be considered by the Appointing Authority before tenure may be granted.

b. The Tenure Review Committee chairperson shall convene the first meeting of the Tenure Review Committee each year during fall orientation. The committee shall take whatever action is necessary to form a working committee for each new probationer and to get the process of evaluation started by the fourth week of fall quarter.

c. To provide for an effective transition, all Tenure Review Committees that were established under the former rules shall become working committees under these rules except those Tenure Review Committees for probationers in their third year of probation.

509 Appeals Review Committee

509.1 Composition

The Appeals Review Committee shall consist of five members and four alternates.

a. One member and one alternate shall be administrators.

b. Three members and two alternates shall be tenured teaching faculty.

c. One student and one student alternate shall be full-time students.

509.2 Formation

The Appeals Review Committee shall be formed as follows:

a. The President shall appoint one administrator as member and one as alternate, both to serve three-year terms.

b. The faculty and instructional unit chairmen or heads acting as a unit shall elect three tenured faculty members and two alternates from a list of nominees, one from each instructional unit. Alternates shall be selected in order of plurality and shall become members of the Committee in that order in case a member becomes unable to serve. In the initial formation of the committee, one of three teaching faculty shall be chosen by lot to serve three years, one shall serve two years, and one shall serve one year. The terms of elected faculty members, after the initial formation, shall be three years.

c. The student representative and a student alternate shall be full-time students and shall be chosen by the student association in such manner as the members thereof shall determine. For the purposes of this policy a full-time student shall be defined as currently enrolled in twelve or more credit hours.

If the Committee is actively reviewing a case under the procedure of this policy at the time the terms would expire, members shall continue in office until that case is concluded.

The Appeals Review Committee shall be convened by the administrator appointed by the President each fall quarter to elect the chairperson for the coming college year.

509.3 Functions

A tenured faculty member shall not be dismissed from his appointment except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. The Appeals Review Committee shall, upon written request of the faculty member(s) involved, review the evidence including testimony from all interested parties and shall prepare recommendations on the proposed action and submit such recommendations to the Appointing Authority prior to the Appointing Authority's final action.

Termination for cause of a tenured faculty member, or the dismissal for cause of a probationer prior to the expiration of his term of appointment, shall be considered both by the Appeals Review Committee and the Appointing Authority if such reviews are requested by the faculty member(s) involved.

Prior to the dismissal of a tenured faculty member or a faculty member holding an unexpired probationary faculty appointment, and upon a written request for a hearing, the case shall first be reviewed by the Appeals Review Committee. The review shall include testimony from all interested parties including, but not limited to, other faculty members and students. The faculty member whose case is being reviewed shall be afforded the right of cross-examination and the opportunity to defend himself.

510 Dismissal Proceedings

510.1 Notice of Dismissal

If the President concludes that there are grounds for terminating a tenured faculty member's employment, or for terminating a probationer's contract before its expiration, the following procedures shall apply:

a. The President shall notify the faculty member in writing of the proposed action and shall provide him/her with a summary of the charges which led to the notice. Any concurrent notice of suspension of the faculty member shall not be considered contractual termination, which is a matter only to be accomplished through due process. Suspension shall be with pay. This notice shall be sent, by registered mail, to the faculty member by the President and shall specify the date written request for a hearing is due.

b. After notification of the proposed termination, the affected faculty member has 15 days to submit his written request to the President for a hearing. If the President does not receive this written request with 15 days, the faculty member's right to a hearing will be deemed waived.

c. If the President receives a written request for a hearing, he shall immediately notify the Appeals Review Committee and provide them with a copy of the notice given to the affected faculty member.

d. When the Appeals Review Committee receives notice of a request for a hearing, within 10 days of such notice and after consultation with both the President, or designee, and the affected faculty member, the Appeals Review Committee, in consultation with the hearing officer, shall establish a hearing schedule to receive testimony from all interested parties.

510.2 Formal Proceedings

A short and plain written statement, in reasonable particularity of the ground for dismissal shall be formulated by the President. This notice shall be sent, by registered mail, to the faculty member by the President.

In addition, this notice shall contain:

a. A statement of the time and place of the hearing which shall be after not less than 20 days notice.

b. A statement of the legal authority and jurisdiction under which the hearing is to be held.

c. Reference to any particular statutes or rules involved.

The faculty member concerned shall be accorded the following procedural rights.

a. The right by one peremptory challenge to remove up to two members of the Appeals Review Committee prior to the commencement of the hearing proceedings.

b. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least 10 days prior to hearing on the matter towards which the testimony of the witness is considered material.

c. The right to be free from compulsion to divulge information which he could not be compelled to divulge in a court of law.

d. The right to be heard in his own defense and to present witnesses, testimony, and evidence on all issues involved.

e. The right to the assistance of the Appeals Review Committee in securing witnesses and evidence.

f. The right to counsel of his choosing who may appear and act on his behalf at the hearing.

The Chairman of the Board of Trustees (Appointing Authority) shall select a legally trained hearing officer and shall inform the Appeals Review Committee of his selection. If the Appeals Review Committee objects, in writing, to the hearing officer, the Chairman of the Appeals Review Committee shall so inform the Chairman of the Board of Trustees (Appointing Authority) within five days and shall suggest a different legally trained hearing officer. If the Chairman of the Board of Trustees (Appointing Authority) objects to the hearing officer suggested by the Appeals Review Committee, he shall so inform the Chairman of the Appeals Review Committee within five days and shall suggest a second legally trained hearing officer. This process shall continue until a mutually acceptable hearing officer is selected or until each has named three hearing officers after which the Appointing Authority shall select the hearing officer. The hearing officer shall preside over the hearing and be reimbursed by the Appointing Authority.

The hearing officer shall determine the ordering of proof, admissibility of evidence, and make any other rulings necessary in the course of the hearing.

The hearing officer shall prepare a record of the hearing before the Appeals Review Committee with a copy to the Appointing Authority, to the Appeals Review Committee, and to the faculty member whose case is being heard which shall include:

a. all pleadings, motions, and rulings,

b. all evidence received or considered,

c. a statement of any matters officially noticed,

d. all questions and offers of proof, objections, and ruling thereon,

e. proposed findings and exceptions, and

f. a copy of Appeals Review Committee's recommendation or report.

The Committee should reach its decision in conference, on the basis of the hearing, within 10 days after the conclusion of the hearing. Before doing so, it should give opportunity to the faculty member or his counsel(s) and the representative(s) designated by the President to argue orally before it. If written briefs would be helpful, the Committee may request them. The Committee may proceed to decision promptly, without having the record of the hearing transcribed, if it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings, through a majority vote when necessary, with respect to each of the grounds of removal presented which shall be based exclusively on the evidence and matters presented. The President and the faculty member shall be notified of the recommendation in writing and shall be given a copy of the record of the hearing. The Committee shall recommend as follows:

a. Sufficient cause for dismissal exists, or

b. Sufficient cause for dismissal does not exist.

510.3 Presentation of Case

The President may present the case against the faculty member or may designate a representative of his choosing.

510.4 Closed Hearing

Unless otherwise requested by the faculty member whose case is being reviewed the hearing shall be closed. However, interested parties, including students, shall be given an opportunity to present evidence.

510.5 Consideration by Board of Trustees

The Appeals Review Committee shall transmit to the Appointing Authority a full report stating its recommendation. Review by the Appointing Authority shall be based on the record of the Appeals Review Committee hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing and/or their representatives. Only after study of the Committee's recommendation should the Appointing Authority make a final decision. The Appointing Authority shall, within 10 days following the conclusion of such a review, send written notice, by registered mail, of its final decision to the faculty member(s) involved. This notice of final decision shall specify the findings of facts and conclusions of law supporting the decision by the Appointing Authority. A copy of this notice shall be sent to the Chairman of the Appeals Review Committee. Any decision to dismiss shall be based solely upon the original charges as brought to the Appointing Authority and established by a preponderance of evidence at the hearing to be sufficient cause or causes for dismissal.

510.6 Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, no public statements about the case by either the faculty member, Appeals Review Committee or administrative officers shall be made until all College proceedings have been completed. Any announcement of the final decision shall include a statement of the Appeals Review Committee's recommendation.

510.7 Appeal of Dismissal

Any faculty member dismissed shall have the right to appeal the final decision of the Appointing Authority, in accordance with Higher Education Administrative Procedure Act, chapter 28B.19 RCW, as now or thereafter amended, within 30 days of receipt of the notice.

600 FACULTY ASSIGNMENTS FOR FULL-TIME FACULTY

601 Introduction

601.1 Responsibilities to Classes

An instructor should meet and teach classes published in the official schedule of courses.

An instructor should meet with his classes, collectively or individually, during the scheduled final examination periods for a legitimate instructional purpose.

An instructor should assign, evaluate, and, within a reasonable length of time, return whatever written work might aid students in meeting goals of the course.

601.2 Responsibilities to Students Outside of Class

Except when class or final examination scheduling makes it impractical, a full-time instructor should be available for students or community members, without appointments, for a minimum of one posted office hour each day with some variance of hours during the week, when possible for convenience of students.

601.3 Responsibilities to the Institution

A full-time instructor is expected to participate in professional institutional activities such as advising, and committee, division, and other faculty meetings, in accord with his commitment to the students, the College, and the teaching profession.

602 Teaching Faculty Assignments

The College and the Association recognize that faculty members normally average more than 40 hours of work per week in carrying out their professional responsibilities as described in section 601. Many of these hours are normally planned by the individual faculty member.

Full-time instructors will be assigned by the College for contact with students through scheduled classes, laboratory sessions, activities, advising, and office hours. These hours may include time for travel to off-campus assignments, and coordination or committee work when the number of hours have been assigned by the College. Teaching loads will continue to be assigned by the College on an equitable basis within each instructional division.

602.1 Teaching Assignments - Credit and Contact Hour Loads

The following ranges, used in assigning classes and adjusting faculty assignments according to Section 700, are meant to reflect general practice, within the division, not necessarily what division faculty philosophically considers an ideal load.

The following ranges are expressed on an annual basis:

	Division	Cr. Hr. Range	Contact Hr. Range
A	Social Science	40-48	495-660
C	Business	40-48	495-790
E	Health & P.E.	40-48	495-790
G	Humanities	40-48	495-660
I	Engr/Math/Science	40-48	495-790
K	Tech. & Ed. Services	40-48	495-790
	Developmental Studies	45-50	660-990

In determining the credit hour full load assignments from the above grid, class credit hours or equivalent shall be counted, excluding special low enrollment classes. Variable credit classes, night classes, mathematics laboratory, learning skills laboratory, reading laboratory, combined class sections, and team teaching assignments may be included as determined by the Dean of Instruction in consultation with the appropriate division chairman.

In calculating the contact hour full load assignments, class contact hours for lecture and laboratory as defined by the appropriate entry in the Course Master File shall be used. Clinical, systems, and other hours that may be listed in the Course Master entry may be included as determined by the Dean of Instruction in consultation with the appropriate division chairman.

In assigning classes, the Dean of Instruction and the division chairman shall consider both the credit and contact hour ranges. It is intended that individual faculty loads meet both ranges and that annual credit hours average for full-time faculty in each division equal or exceed 45 credit hours unless adjusted as provided in other sections of this Salary Program.

602.2 Teaching Assignments - Full-Time Equivalent Student Loads

The calculations to be made under this section are intended to assist the College in meeting the requirements of the State apportionment formula. This formula includes a computed state-wide teaching ratio. This ratio, adjusted to 72 percent staffing level, will be the basis for determining the teaching load standards against which individual faculty assignments and teaching area will be compared.

By November 1, the Dean of Instruction's Office will print and distribute the FTE teaching load standards based on the previous year's data. This report shall use the following format:

Division/Area	FTE Standard
A	.
.	.
.	.
T	.

The HCEA will be provided the entire HEGIS standards and calculations, in sufficient detail, to verify accuracy. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct the above teaching standards.

The Association and the College encourage faculty to become familiar with the above calculations. The data necessary for calculating individual teaching loads and comparing them to the divisional, teaching area, or individual standards are available to faculty from the appropriate division chairman. To assist in making these calculations, an example has been included in Appendix A.

In assigning classes and assessing teaching loads, it is intended that both individual faculty assignments and the aggregate of full-time faculty loads within a division attempt to meet the above standards.

603 Non Teaching Faculty Assignments

603.1 Counselors and Other Student Services Faculty

Faculty in Counseling and other Student Services shall be assigned an average 30 hour workweek. This professional contact time shall consist of scheduled availability for student and community member contact and other responsibilities including instruction, preparation, research, staff and resource development, testing, project management and related faculty functions. The schedule and nature of the assignment shall be developed by Student Services administrators in consultation with the involved faculty members.

603.2 Library Faculty

Faculty in the Library shall be assigned an average 32 hour workweek. The schedule for coverage of the Reference Desk and other stations manned by professional librarians will be given first priority in scheduling as determined by the Director of the Library in consultation with the Library faculty.

604 Faculty Assignments - Combination Assignments

Where counselors or librarians perform teaching assignments, their responsibilities shall be adjusted to meet the appropriate combination of standards established in this section.

Where teachers are teaching classes under two or more divisions (and/or areas) that have differing standards, an individual standard shall be calculated using the appropriate data above.

700 ADJUSTING FACULTY ASSIGNMENTS

This section provides two levels of adjusting faculty assignments. These levels (minor and intermediate) are intended to address faculty load problems. These levels may be used to adjust individual faculty teaching assignments when teaching area (administrative unit) and/or divisional teaching loads meet the following criteria:

Minor level: Should the aggregate of full-time teaching loads in the previous academic year within a teaching area (administrative unit) fail to be within 95 percent of the teaching load standard and the aggregate of full-time teaching loads within the division fail to meet 95 percent of the standard, adjusted to an annual basis, minor adjustment procedures may be used.

Intermediate level: Should the aggregate of full-time teaching loads in the previous academic year within a teaching area (administrative unit) fail to be within 85 percent of the teaching standard and the aggregate of full-time teaching loads within the division fail to meet or exceed 90 percent of the standard (see section 602.2), adjusted to an annual basis, intermediate adjustment procedures may be used.

Whenever the teaching loads fail to meet the criteria described above, the adjustment level will be revised to the appropriate level, either more or less serious as the case may be, with written notice from the Dean of Instruction to the affected Division Chairperson.

701 Procedures for Making Minor Adjustments

Should an analysis of individual faculty teaching load(s) indicate that minor adjustments are the only level of this section that is needed to address the problem, the Dean of Instruction or his designee, appropriate Associate Dean, the division chairman, and the division member(s), shall meet and explore adjustments that would ensure that the individual and/or divisional faculty load(s) will meet the standards in subsequent quarters.

702 Procedures for Making Intermediate Adjustments

702.1 Voluntary Adjustments

Should intermediate adjustments be needed, the following possibilities will be explored by the division and the division chairperson:

a. Seek volunteers to teach night or additional classes as part of their regular load.

b. Seek volunteers to adjust teaching load to match demand (e.g., 4 courses in fall, 3 (usual) winter, 2 spring).

c. Seek volunteers to teach a proportionately smaller load at a proportionate rate of pay.

d. Seek volunteers to teach other than the normal academic year (e.g., fall, winter, and summer quarters) as their normal contract.

e. Seek volunteers to teach a full annual load over four quarters rather than three.

f. Seek volunteers to teach two regular quarters and take one quarter leave without pay.

g. Seek volunteers to retire early.

h. Consider reassigning faculty nonteaching duties as follows: A division, acting as a unit, may vote to have one or more of its members perform faculty duties other than teaching, thus releasing others for class offerings of greater need. This assumes that those division members released from specific nonteaching duties, agree to expand their instructional teaching assignments accordingly.

i. Seek volunteers to teach classes normally assigned to part-time or crossover faculty.

j. Encourage faculty applications for education leave to improve the faculty member's flexibility in teaching assignments.

702.2 Involuntary Adjustments

If the above discussion does not produce voluntary resolution to the problem, the Dean of Instruction shall identify specific involuntary options, using the five approaches below that could be used to resolve the problem. The division chairperson and the division members shall discuss these options. If the voluntary resolution of the problem is not found by the division chairperson, the Dean of Instruction may:

a. Assign evening or additional classes as part of the full-time load. Unless desired or otherwise unavoidable, no person assigned such a schedule would be required to accept such a schedule for consecutive quarters.

b. Assign individual faculty members to other types of professional assignments with the College for which they are qualified.

c. Assign individual faculty members to teaching loads matching demand (e.g., 4 courses in fall, 3 (usual) winter, and 2 in spring).

d. Assign individual faculty members to teach classes assigned to part-time and/or crossover faculty.

800 REDUCTION IN FORCE

801 Introduction

This procedure provides a means of reducing tenured faculty, should that become necessary, through procedures that will make the reduction equitable, expeditious, and economical.

These procedures address reduction in tenured faculty only, based on the understanding that affected part-time and probationary faculty would be laid off before or concurrently as these procedures are implemented, unless each provides a service or a class offering that is identified as most necessary and for which no tenured faculty are qualified (see section 803.7 below).

802 Conditions of Implementation

These procedures provide a means for laying off full-time tenured faculty in response to two potential situations: (1) changing patterns of student interest and class utilization, and (2) a major unanticipated financial, enrollment, or other reduction.

802.1 Low Enrollment

To implement these procedures in response to changing patterns of student interest and class utilization, the following two criteria must be met:

a. The aggregate of the full-time teaching loads within a division meets the standard for intermediate adjustment (see section 700) for two of the previous three years, beginning with the 1980-81 college year.

b. The previous academic year's aggregate of all full-time teaching loads fails to meet or exceed 95 percent of the standard (see section 700).

Should the above criteria be met, the process will begin with section 803.

802.2 Financial Emergency

To implement these procedures in response to a major unanticipated financial, enrollment, or other reduction, the following criterion must be met:

> The College must be facing a 10% or greater reduction in comparable base state allocation as measured against the previous year's appropriation.

Should the HCEA President, upon receiving the notice specified in 803.1, not be satisfied that the above criterion has been met the following procedure shall be used until a decision or agreement is reached.

a. Within five days of the notice specified in 803.1, the HCEA President, and his or her designee, may request to meet with the President and her staff to review and discuss the data used to determine if the criterion had been met.

b. The meeting shall be held within five days after receipt of the above request.

c. If not convinced the criterion has been met, the HCEA President shall submit a written request to the President asking for reconsideration of the decision. The request shall be made within five days after the meeting and shall include all data necessary to substantiate the assertion.

d. The President shall make the final decision within five days after receiving the above request.

e. If no agreement has been reached, the HCEA President may request the question: "Is or is not the College facing a 10 percent or greater reduction in comparable basic state allocation as measured against the previous year's appropriation?" be submitted to an arbitrator as specified in the Faculty Grievance Procedures (see section 903). The procedures set forth in these sections shall be followed, except the arbitrator shall be restricted to answering the above question "yes" or "no."

Nothing in the above procedures shall delay implementation of the remaining provisions of this Reduction In Force procedure. Time lines noted above may be revised by mutual agreement between the Presidents.

The location, occurrence, and existence of conditions affecting enrollment or funding that meet the above criteria may necessitate reduction of tenured faculty. This determination shall be made by the Board upon recommendation by the President. A full review of factors contributing to a possible reduction in force, including other alternative courses of action that may relieve the condition, will be made prior to instituting this reduction in force procedure.

In evaluating and determining essential course offerings and services under the criteria, the President shall strive to make an equal percentage FTE-S reduction between academic and vocational courses as defined by the Course Master HEGIS code using the previous instructional year as the basis for the calculations.

The College and the Association agree that should tenured faculty be issued layoff notices as provided under the criteria in section 802.2, layoff notices will be sent to classified staff and administrative/exempt staff to make a proportional FTE reduction equal to or greater than the reduction in full-time faculty. During the period of this agreement, the authorized positions against which the reduction percentage will be applied shall be the positions authorized and included in the 1980-81 General Fund Budget, as approved by the Board on June 12, 1980.

803 Procedure

It circumstances indicate that the College may need to lay off tenured faculty members under the conditions specified in section 802, the following criteria and procedures will be used:

803.1 Presidential Review and Notification

The President will review the nature of the problem facing the College and determine those support services that are most necessary and the level to which they are to be supported at Highline Community College. If reductions in the tenured faculty are or may be necessary in the near future, the President will give notice of the potential reductions to the Highline College Education Association. This notice shall include the reasons and data supporting the proposed reductions as well as the data used to meet the criteria and conditions set forth in section 802.

803.2 Transmission of Relevant Data and Criteria

The President of the Highline College Education Association, and his or her designees, upon written request, may meet with the President and her staff to review and discuss the reasons and data that may result in the need to reduce tenured faculty. All data to be used in the decision-making process will be made available to the Association. The President, or designee, shall present and explain the criteria used to identify the magnitude of the problem, the distribution of potential reduction among the major organizational units (if appropriate), and the criteria to be used to identify the programs to be reduced or eliminated, if such changes are necessary. The criteria to be used to identify those faculty to be laid off shall be included in this presentation.

803.3 Formation and Convening of Committee

If is appears a reduction in tenured faculty may occur the President shall direct the Reduction in Force Review Committee to be formed, as specified in section 804.5, and shall direct the Dean of Instruction to convene a meeting of the RIFRC and the Dean of Students (if appropriate) to discuss the data used in the decision making process and the potential approaches to resolving the problem.

803.4 Committee Report to President

After the members of the RIFRC have been identified, the Dean of Instruction shall convene the Committee, along with the Dean of Students (if appropriate), to present and explain the problems, the appropriate data including current financial information, and the criteria to be used to identify those tenured faculty member(s) who are to be or may be laid off, as well as the program(s) to be reduced or eliminated. Additional meetirgs may be scheduled upon request of the RIFRC chairman and agreement of the appropriate dean.

Following the last meeting, the RIFRC will proceed to study the information and the reduction in force decision(s) and within 15 calendar days of the last meeting or 30 days of the initial meeting, whichever occurs first, the RIFRC will submit to the President of the College its suggestions and/or recommendations.

803.5 Identification of "Most Necessary" Courses and Services

The President, with advice from the affected faculty and division chairpersons and the Deans, shall decide in the case of each affected division what course offerings and/or other services are most necessary to maintain quality education at Highline Community College. The President shall consider, but not be limited to, the following factors:

a. Reviews of all offerings in each affected division and the need for the offerings to meet degree and transfer requirements.

b. The goals and objectives of Highline Community College and the State Board for Community College Education.

c. Information concerning faculty and administrative vacancies occurring through retirement, resignation, sabbatical, and leave of absence..

d. The enrollment and the trends in enrollment for not less than four consecutive quarters, if applicable, and their effect upon each division.

803.6 Layoff by Seniority

If a reduction of tenured faculty is necessary to meet changing patterns of student interest, utilization, etc. (see section 802), the least senior division member whose primary discipline demonstrates the greatest negative percentage deviation for the discipline standard will be laid off unless a majority of that faculty member's assignment is composed of course offerings or services identified as most necessary and no one with more seniority can provide those class offerings or services. In this case the lowest ranking member will be passed over and the second lowest in the discipline having the greatest negative percentage deviation will be laid off. This process will continue until the necessary number of reductions are made. Seniority shall be determined as specified in section 804.4.

If a reduction in tenured faculty is necessary to meet a major unanticipated financial, enrollment, or other reduction (see section 802), the order of layoff will begin with those having the least seniority. The faculty member with the lowest rank will be the first to be laid off unless a majority of that faculty member's assignment is composed of classes or services identified as the most necessary and no one with more seniority can provide the services. In this case the lowest ranking member will be passed over the second lowest will be laid off. This process will continue until the necessary number of reductions is reached. Seniority shall be determined as described in section 804.4.

803.7 Qualification for Reassignment

The President, with advice from the appropriate dean and appropriate division chairpersons, will determine if a faculty member is qualified for an assignment when considering possible reassignment due to reduction in force.

803.8 Notification of Layoff and Appeals

The President of the College shall, within 15 calendar days following receipt of the RIFRC suggestions and/or recommenoations, advise the RIFRC of her final decision. Should this decision include the institution of a reduction in force of tenured or probationary faculty member(s), the President shall provide written notification to the individual faculty member. Notification shall be sent by registered letter, return receipt requested, to the affected faculty member and shall specify the date a written request is due for an appeal of the decision, as specified under WAC 1321-128-130, as now adopted or subsequently revised, with this exception: the appeal process could result in the faculty member being put on layoff status only and could not reduce other provisions set forth in this section. Under no circumstances shall this notice be given less than 90 days before the expiration date of the current individual contract. The precise notice date will be determined during the refinement of procedures as provided in the reopening clause.

804 Other Provisions

804.1 Right to Part-Time Employment

A tenured faculty member whose contract was not renewed as a result of this faculty reduction procedure has a right to identify class sections scheduled to be taught by part-time instructors that he would like to teach. The instructor must meet the qualifications normally used by the division for all classes identified and approved by the Dean of Instruction. The right to claim part-time employment will be on reverse seniority, most senior first.

Should a faculty member wish to appeal a decision regarding his ineligibility to teach specific classes, he may notify the Qualifications Appeals Committee through the Dean of Instruction and provide the Committee with all relevant information concerning his qualifications. After reviewing this information, the Qualifications Appeals Committee shall meet with the Dean of Instruction to discuss the instructor's qualifications. The committee shall make its recommendation to the President within five days after meeting with the Dean and shall notify the appealing faculty member. The President shall accept or reject the Committee's recommendation within 10 days after reviewing it.

The Qualifications Appeals Committee shall be composed of one member elected from the division of the appealing faculty member, one member elected from the division offering the class(es) the appealing member wishes to teach, one member appointed by the College President, one member appointed by the Dean of Instruction, and the vice-chairman of the Faculty Senate.

804.2 Right of Recall

A tenured faculty member whose contract was not renewed as a result of this faculty reduction procedure has a right to recall (the right to accept or right to first refusal) to any vacant annually contracted faculty, administrative or exempt position, either a newly created one or a vacancy, providing he/she is qualified as determined by the College President. The recall shall be in reverse seniority, the most senior first. The right of recall shall extend three years from the date of layoff provided that the laid off faculty member advised the Director of Personnel, in writing, of his/her current address. Notification of recall shall be sent by registered letter, return receipt requested, and a copy of such notification shall be sent to the Highline College Education Association.

If a laid off faculty member rejects an offer of recall, or fails to respond within ten calendar days from the date of acknowledgement of receipt of the registered letter or within 20 calendar days of the actual posting date of the registered letter, whichever date is sooner, layoff status will be terminated. However, the faculty member shall remain on layoff status if he/she rejects an offer to recall for a position less than commensurate with the position formerly held as determined by the College President. All benefits accrued at the time of layoff shall be reinstated at the time of recall, consistent with applicable state laws.

804.3 Position Application Assistance

The Director of Personnel shall notify all other institutions of higher education in the state in a reasonable effort to obtain similar employment for faculty laid off as a result of reduction in force procedures.

804.4 Seniority Determination

Seniority shall be determined by establishing the date of continuous annually contracted professional service for Highline Community College which shall include leaves of absence, sabbatical leaves, and periods of layoff. (This shall include professional services for the Highline School District #401 prior to July 1967, if assigned to Highline Community College).

The longest term of employment as thus established shall be considered the highest level of seniority. In instances where faculty have the same starting date of the first annual probationary or permanent contract, seniority shall be determined by number of quarters of part-time service prior to the above contract. If the above two criteria are the same, seniority shall be determined by the signature date on the first annual contract for the most recent period of continuous annually contracted professional service for Highline Community College. In cases where seniority is still equal, seniority shall be determined by lot.

804.5 Reduction in Force Committee

Upon receipt of a written notice from the President of the College that reductions in staff are, or may be, necessary in the near future, the President of Highline College Education Association will submit to the President, within 15 calendar days of the receipt of the written notice, the names of the four elected tenured faculty members who will serve on a Reduction in Force Review Committee (RIFRC), plus two alternates to serve in cases where one or two of the elected members cannot serve. The election will be conducted by the Highline College Education Association with voting limited to tenured faculty.

The committee will be comprised of:

a. Four faculty members to be elected by the faculty,
b. two designees of the President,
c. the Vice President,
d. the President of Highline Community College Education Association shall serve as ex-officio, nonvoting resource on the reduction in force committee.

The functions of the review committee will be to:

a. Elect a chairperson,
b. review the data used in the decision-making process leading to a reduction in force,
c. meet and discuss with the Dean of Instruction and Dean of Students (if appropriate) the data and the other possible alternatives to resolving the problem,
d. forward a recommendation to the President on how the problem facing the College should be solved.

900 PERSONNEL POLICIES

901 Selection of Division Chairmen

901.1 Appointment of Division Chairmen

An appointment of a division chairman shall be made, subject to Board confirmation, by the President. The President shall seek advice, consultation, and recommendation by the Dean and by faculty of the division for which the appointment is to be made. Such appointment shall be for a specified time, unless revoked. A division chairman may be reappointed for a specified time.

The faculty of the division shall have the right to be involved in the periodic evaluation of a chairman, and it shall have the right to petition the President for evaluation at other times.

901.2 Procedures Leading to the Appointment of Division Chairmen

The following steps are to be taken in sequence.

1. Vacancy in a division chairmanship will be declared by the President in written communication to the appropriate dean or associate dean (hereinafter called "the dean"), to the members of the division and to the Director of Personnel, and will include a timetable for the steps which follow.

2. Job descriptions will be compiled and up-dated by the appropriate dean, who will, in the process, consult with the President, the members of the division, and, when appropriate, with the retiring division chairman, reviewing and discussing draft proposals with them.

3. Announcements and job descriptions of the position will be posted and distributed to the faculty of the division and to other College faculty who may request them, to the appropriate dean, to the President, and to the Personnel Director. Applications will be filed with the Personnel Director.

4. Within one week following the announced date of the closing of applications, the appropriate dean will call the members of the division faculty together including, if possible, representation from the part-time staff. After convening the meeting, the dean, the chairman, and identified applicants will depart. The division faculty will:

    (a) Elect a presiding officer pro tem.

    (b) Discuss and decide upon the manner by which its members will (1) study the applications, (2) invite and conduct interviews, (3) decide upon its recommendations regarding the chairman to be chosen.

5. The Director of Personnel will make available to the President, to the appropriate dean and to those division members authorized by the division all confidential records, and other materials, received by him from or at the request of applicants.

6. Following receipt of applications from within the College, the appropriate dean will evaluate the applicants, will consult with the entire division faculty, will ascertain from them the results of their deliberations under No. 4 above, and then with the President, before the division, the President, or the appropriate dean have made their final selections. When tentative indications are that a single person is acceptable to each of the three parties, the appropriate dean will so inform the division faculty and the President. Following an exchange of memoranda of intent, the President will appoint that person, subject to the approval of the Board of Trustees. If a person is not identified in this manner, the procedures below will be followed.

7. If agreement is not reached as in No. 6, division faculty will recommend two or more persons for the position and transmit their recommendations in writing to the appropriate dean. These recommendations may be in order of preference and accompanied by comment. If the division is not able to recommend two persons, the President will consult with the appropriate dean and will appoint an acting division chairman for one year only. An acting division chairman may not be reappointed to the same position, except as provided in item 11 below.

8. The appropriate dean will consult with the President regarding the division's recommendations. If one or more of the persons recommended by the division is acceptable to both the dean and the President, then the one most acceptable to the President and the appropriate dean will be appointed.

9. If none is acceptable, the appropriate dean will consult with the division to reconsider and make further recommendations.

10. When so requested, the division faculty will reconsider. If it does not see fit to make additional recommendations, the President will appoint an acting division chairman as in No. 7 above, for one year only.

11. If the division makes additional recommendations, the President and appropriate dean will consult, as in step No. 8 above, and the President will appoint a chairman from those recommended or the President will appoint an acting chairman for one year only, as in No. 7 above.

12. If the President appoints an acting chairman for one year only, the process above will be repeated not more than one calendar year later.

901.3 Conditions of Appointment

1. The term of the division chairman will be three years. Reappointment following the evaluation process described below may occur on the recommendation of the division and concurrence of the appropriate dean and the President. In general, tenure of office in the division chairmanship should not exceed two or three terms.

2. If possible, the choice of chairman should be completed well before the end of the spring quarter.

902 Procedure for the Selection of the Dean of Instruction, Associate Deans of Instruction, Dean of Students and Director of the Library

1. When any of these positions becomes vacant, and the administration determines that is to be filled, each division (faculty) will elect two members to a pool of potential members of a screening committee (hereafter called the committee). Should a division fail to name two members within five days of the second request, the President or her designee, may complete the twelve member pool with other full-time College faculty members. For the purpose of these procedures, division chairmen are eligible for election to this pool. The divisions are: Business, Social Sciences, Engineering/Mathematics/Science, Health and Physical Education, Humanities, and Technical and Educational Services.

2. From this pool of twelve faculty members, the President will appoint five of whom no more than two can be division chairpersons to serve on the committee when filling instructional positions. When filling the Dean of Students position, the President will appoint two faculty members from student services and three from the pool of twelve. When filling the Directory of Library position, the President will appoint two faculty members from the librarians and three from the pool of twelve. Should circumstances prohibit the presidential appointments as described above, the President will make faculty appointments from the pool of twelve as needed. The President will also appoint two administrators, or administrative representatives, to serve on the committee. The Director of Personnel will serve as a nonvoting ex-officio member of each committee.

3. The screening committee shall elect its chairman and will develop its operating rules.

4. The President, or designee, will develop a timetable for the process in consultation with the committee including the date of employment. If the timetable indicates that the process will (or does) extend beyond the end of spring quarter, any faculty committee member who cannot make a commitment to complete the total process will be replaced. That faculty member's division will elect a new member to the pool. The President will then select the committee replacement from the balance of the pool.

5. The administration will prepare a current job description and a statement of job qualifications to be used by the committee and in advertising for the position.

6. The committee will meet with the President and/or designee and discuss position and personal qualifications, desirable qualifications, selection criteria, and selection procedures.

7. The committee will prepare a statement of criteria and procedures to be used in determining which applicants to recommend to the President. These statements will be submitted to the President, or designee, for comment.

8. The committee, after considering the President's comments (if any), will establish the written criteria and procedures to be used.

9. The committee will review the applications, seek additional data as necessary and determine which applicants will be recommended for interviewing. This list of applicants will be sent to the President for comment.

10. After considering the number to be interviewed, the budget impact, and any other factors considered important, the President will return the list, along with comments, to the committee. Should the President find anyone on the list not acceptable, that name will be removed. Should the number of candidates drop below what the committee believes to be a reasonable number to interview, the committee and the President will meet to discuss and resolve the apparent problem. If the problem is not resolved, the application process will be reopened.

11. The committee, after considering the President's comments, if any, will establish the interview format to be used and develop a schedule for interviewing the acceptable candidates. In establishing the format and schedule, the committee will ensure that applicants can complete interviewing with the committee and administrative personnel, as suggested by the President or designee, in a single visit to the campus, when feasible.

12. The Director of Personnel shall be responsible for all correspondence with the applicants.

13. From the interviewed applicants, the committee will submit three or more names to the President of preferred applicants. The names can be ranked, or not, as the committee deems appropriate. In addition to the preferred applicants, the committee will also name two alternate applicants to be considered only if an applicant recommended by the committee either withdraws or does not accept the appointment. The named alternates can be ranked, or not, as the committee deems appropriate.

14 Following whatever process they deem proper, the Appointing Authority, the President, and Board of Trustees will appoint one of the three preferred applicants to fill the vacant position.

The committee and the faculty divisional pool will be dissolved.

903 Faculty Grievance Procedures

903.1 Faculty Grievance Procedures--Purpose

Faculty employees should have clear and open channels wherein they can take action to bring their grievances to the attention of the College's administration. The purpose of the following procedures is to provide an orderly system for such actions.

903.2 Definitions

1. "Employee Association" means the faculty organization recognized as the majority organization representing faculty employees pursuant to chapter 28B.52 RCW.
2. "Faculty employee" means any teacher, counselor, librarian, or division head, who is employed by Community College District No. 9, with the exception of those holding administrative appointments as defined by the Board of Trustees.
3. "Grievance" means an alleged violation of a specific section of a policy or policies negotiated between the Board of Trustees and the professional organization, certified pursuant to chapter 28B.52 RCW, or procedures which have not been negotiated but directly affect the working conditions of faculty employees, such as rules of faculty assignment.
4. "Days" shall mean workdays (Monday through Friday) excluding holidays as published in the official Highline College Calendar.

903.3 Procedures

Prior to filing a written grievance, a faculty employee who has a grievance regarding the implementation of a negotiated policy is encouraged to orally present such grievance to his division chairman or appropriate supervisor in hopes that an acceptable solution may be found. Any decision to continue with the grievance procedure beyond this stage shall rest with the individual lodging the grievance or by an individual grievant who is part of an aggrieved group.

1. Step one:
    a. Within ten days after an alleged grievance or within ten days after the faculty employee, through the use of reasonable diligence, should have known of the alleged grievance, a faculty employee who wishes to commence the grievance procedure shall present his written statement to the appropriate administrator as listed: Associate Dean of Instruction; Assistant Dean of Student Services; or the Director of the Library. The statement shall be specific as to the alleged violation, shall identify all provisions of negotiated policies alleged to be violated, shall list the facts of the particular case, and shall be signed by the aggrieved employee. Copies shall be mailed simultaneously to the Dean of Students, or the Dean of Instruction, as appropriate, to the College President, and to the president of the employee association.
    b. Within 10 days after receiving the grievance, the assistant dean or director shall communicate his response or remedy and its rationale in writing to the grievant and the president of the employee association.
2. Step two:
    a. If the grievance is not satisfactorily resolved at step one, the grievant, or the employee association if requested by the employee, may appeal, within 10 days after receiving the response from step one, to the Dean of Students or Dean of Instruction as appropriate. Such appeal shall be in writing and shall state why the response or remedy at step one is unsatisfactory.
    b. Within 10 days after receiving the grievance, the Dean of Students or Dean of Instruction shall communicate his response or remedy and its rationale in writing to the grievant and to the president of the employee association.
3. Step three:
    a. If the grievance is not satisfactorily resolved at step two, the grievant or the employee association on behalf of the grievant may, within 15 days after receiving this response, appeal to the President. Such appeal shall be in writing and shall state why the response or remedy at step two is unsatisfactory.
    b. Within 15 days after receiving this appeal, the President shall hold hearing on the grievance to include the grievant, the employee association president or representative, and those as appropriate.

c. Within 10 days after this hearing, the President shall send his written response to the grievant and to the president of the employee association. This response shall be considered the final position of the employer.

4. Step four:

If no satisfactory settlement is reached at step three, the employee association, within 10 days of the receipt of the step three decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. The arbitrator shall hold a hearing within 20 days of his appointment. Seven days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within 20 days from the date final written briefs have been submitted or if waived by both parties, 20 days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted to him. The decision of the arbitrator shall be final and binding upon the employer, the employee association and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by the employee association and the College.

903.4 Additional Provisions

1. Claims for back pay: All grievances must be filed in writing within 10 days from the time the alleged violation was to have occurred, or within 10 days after the faculty employee through the use of reasonable diligence should have known of the alleged violation. The College shall not be required to pay back wages more than 10 days prior to the date a written grievance is filed.

   a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay except compensation he received that could have been earned while fulfilling his normal contractual obligations with the College.

   b. No decision in any one case shall require a retroactive wage adjustment in any other case.

2. Time Limits: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Any grievance not advanced to the next step by the grievant within the time limit in that step, or if no time limit is specified within 10 days, shall be deemed resolved. All time limits within this grievance procedure may be extended in writing by mutual agreement between the parties.

3. Mailing: Wherever grievances, answers or appeals are required to be served upon the appropriate dean, the College President or the grievant, certified mail to the Dean at his campus address, or to the President at his campus address, or to the grievant at his/her campus address shall meet all service requirements hereof, except that personal service, duly receipted, shall also be adequate service.

4. Conferences: Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings shall be scheduled so as not to interfere with the programs and services of the College and no faculty employee shall suffer loss of salary when attending as requested. Unless otherwise requested by the faculty employee whose grievance is being reviewed and agreed by the College President, all hearings and conferences, including the arbitration hearings, if any, shall be closed.

5. Retroactive Settlement: Adjustment, judgement or settlement awarded as a result of the application of the grievance procedure may be retroactive to the time of the filing of the grievance. Wage and salary settlements shall be retroactive subject to the limits set forth in 903.4 1.b.

6. Record Availability: All data, records, and information necessary to the processing of a grievance shall be made available to the grievant and the grievant's counsel in a timely and expeditious manner. All documents, communications and records of the grievance shall be filed separately from the personnel file of the grievant. Subsequent to completion of the grievance, records will be available only to the chairperson of the HCEA grievance committee, the grievant and the President of the College. All other copies of records will be forwarded to the President within 30 days. These records shall be kept secure and confidential.

7. Reprisals: No reprisals of any kind shall be taken against any faculty member or counsel for participating in any grievance.

8. Withdrawal: A grievant may withdraw a grievance at any level by making a written statement to the College President. A copy shall be sent to the president of the employee association.

9. Appeals by the Employee Association: The employee association may appeal a grievance on behalf of an employee(s) provided that the employee(s) has (have) requested, in writing, the employee association to represent him or them as a group and provided the employee(s) has (have) not withdrawn the grievance.

10. Tenure: Decisions regarding tenure, dismissal, or nonrenewal shall not be grievable but shall be considered under procedures set forth in Rules and Regulations for the Implementation of Tenure as adopted by Community College District 9 and statutes RCW 28B.50.850 - 28B.50-869 of the State of Washington as now adopted or hereafter amended.

11. Multiple grievance: If two or more faculty employees file the same or closely related grievances, the College may consolidate them into a single grievance to ensure equal treatment and efficient processing. The employee association shall represent all employees in a consolidated grievance and shall be considered the grievant, subject to the restrictions in 903.4 (9), for the purposes of communications.

903.5 Jurisdiction of the Arbitrator

1. The arbitrator shall have no authority to render a decision or award which modifies, adds to, or subtracts from the provisions or conditions of any policy or policies negotiated between the Board of Trustees and the employee association.

2. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator.

3. The arbitrator shall have authority to base his decision or award only on the evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties. His powers shall be limited to deciding whether the College has violated the express articles or sections of a negotiated policy. He shall not extend a negotiated policy, or nonnegotiated procedure, as defined in 903.2 4., beyond what is expressly written nor shall he imply conditions binding upon the College from negotiated policies, it being understood that any matters not specifically set forth in a policy remain within the College's rights.

903.6 Appeal of Arbitration

Petition by either party to a court of competent jurisdiction on any arbitration decision or award shall be based on the following:

1. The arbitrator exceeded his jurisdiction or authority under this grievance policy.

2. The arbitrator's decision or award is based on error of law.

904 Faculty Disciplinary Action

No faculty member shall be reprimanded, disciplined, or reduced in compensation without just cause. Prior to formal reprimand or other disciplinary action, and prior to any meeting where the faculty member is to be notified of such disciplinary action, the cause shall be reduced to writing and made available to the faculty member. A faculty member shall have the right to have one individual of his/her choice present at any meeting where the faculty member expects to be formally reprimanded, disciplined, or denied rights available under this agreement.

905 Addressing Student Complaints

The College administration staff, when receiving a student complaint concerning a specific faculty member, shall encourage the student to discuss the situation with the faculty involved before meeting with anyone else. If the student has already discussed the matter with the faculty member, he will be directed to meet with the division chairperson if he wants to pursue the complaint.

906 Faculty Protection

The College agrees to protect faculty members against actions, claims and proceedings arising out of their employment as provided in RCW 28B.10.842 as now adopted or hereafter amended.

907 Personnel Files

The official personnel file for each faculty member shall be maintained in the Personnel Office. It is understood that such files will be confidential. Other than for normal administrative use or to satisfy legal requirements, only the affected faculty member or a person designated in writing by the faculty member shall have access to a faculty personnel file.

Faculty members will be notified upon receipt of any derogatory materials by the Personnel Office for inclusion in their personnel files. Should such notification not be provided within ten days after receipt, materials shall not be placed in the personnel files nor allowed as evidence in any action taken against the faculty member.

Information to be placed in the personnel file and forming the basis for any warning, reprimand, discipline, or adverse effect shall be forwarded to the Personnel Office within six calendar months from the occurrence of events or matters noted, except for matters which have come before the PR&R Committee. PR&R Committee records which are to be included in the personnel file shall be forwarded to the Personnel Office within six calendar months from the time PR&R recommendations are made to the Dean of Instruction or other administrators of the College.

Records of processed grievances and tenure review records shall not be included in the official personnel file, but shall be maintained separately. Except for the contents of those two separate files, documents other than those which have been placed in the official personnel file as prescribed herein shall not be used as evidence in any disciplinary action against a faculty member.

Upon request, the Personnel Director will provide faculty members a copy of the documents contained within their official personnel file. Should faculty members consider any documents within their official personnel file to be derogatory, they shall have the right to attach their comments to the document in question.

908 Salary Payment

908.1 Mode of Payment

Faculty members have the option of receiving their basic contracted annual salary spread over 12 months, with a balloon payment in June, or receiving payment spread over ten months without a balloon payment. Should an option not be indicated on the form provided, and returned to Personnel Services before September 15 of each year, the 12-month option with balloon payment will be applied. Faculty members who wish to have their pay checks deposited in their banks by direct electronic transfer may secure forms from Personnel for that purpose. The College administration will continue to work closely with Washington Community College Computing Consortium to develop a pay system that provides maximum flexibility to meet the College's faculty and staff needs. Additional options that may become available through the Payroll-Personnel System will be offered to faculty members.

908.2 Payment When Terminating

Should an individual's agreement be terminated by mutual consent during the school term, the faculty member shall receive a total salary which shall be in proportion to the number of days worked as compared with the total number of faculty work days in the academic year.

908.3 Deadline for Adjustments

No adjustments will be made in salary schedule placement after the second payroll accumulation (October 15) of each academic year, except to correct errors made by the College or to complete appeals of initial placement.

909 Payroll Deduction

909.1 Deductions from Salary Payments

Deductions from paychecks, such as FICA and other payroll taxes, are made as required by statute. Other deductions may be made upon written request(s) of the Payroll Office by individual faculty members. Normally these deductions are identified on the paycheck stub. Questions about these deductions should be directed to the Payroll Office and/or Personnel Office.

909.2 Right to Payroll Deduction for HCEA Membership

Consistent with applicable laws, the HCEA shall have the right to payroll deduction of membership dues and representation fees, including contribution to political action committees, for faculty, and such dues and representation fee shall be remitted by the College.

909.3 Accounting Deductions

Deductions for HCEA dues shall be made from the salary of each faculty member who has authorized the deduction by filing the appropriate forms with the Personnel Office. The College shall remit monthly to the HCEA or their authorized representative all monies deducted from the faculty as authorized.

909.4 Overpayment of Dues

The HCEA agrees to reimburse any faculty member from whose pay sums of money were deducted in excess of the total amount due the HCEA at that time, provided the HCEA actually received the excessive amount.

909.5 Other Deductions

Consistent with applicable laws, the College shall, upon receipt of authorization from a faculty member, deduct from the member's salary and make appropriate remittance for insurance plans, tax-shelters as provided by the IRS code, credit union, and charitable donations, including the College endowment fund and/or foundation. Other programs may be added as jointly approved by the HCEA and the College.

1000 BENEFITS

1001 Insurance

The College will provide the maximum contribution for each faculty member in premiums for approved plans in which the faculty member chooses to participate. This contribution will be applied in accordance with the rules and regulations as established by the State Employees Insurance Board. Eligibility for this contribution shall be determined by the rules and regulations as now established, or hereafter amended, by the State Employees Insurance Board.

The Personnel Office has information about rates, benefits, payroll deduction procedures, and other information about the insurance programs.

1002 Tax Deferred Annuity

Tax-deferred annuity plans are available to faculty appointed to authorized positions. Information about these plans may be obtained in the office of the Director of Personnel.

1003 Sick Leave

1003.1 Reporting

In case of his own absence during contracted days, the faculty member should call the Division Chairman or appropriate administrator as early as possible so that suitable arrangements may be made for instruction and other responsibilities. Upon return and within two working days, the faculty member will report to the department coordinator, Division Chairman, or administrator and assist him in completing the Report of Absence form. The Division Chairman will forward the Report of Absence form to the office of the Dean of Instruction. This form will be sent to the Payroll Office via the Personnel Office.

1003.2 Absence Report

Report of Absence forms will be distributed to Division Chairmen and appropriate administrators prior to fall quarter by the office of the Dean of Instruction.

Absences will be reported as one of the following:

1. Illness (charged against sick leave)
2. Bereavement (up to 5 days charged against sick leave, see section 1003.6)
3. Personal (payroll deduction made to cover absence)
4. Emergency (approved by appropriate administrators, charge to be made against sick leave)

5. Vacation (applicable only to those not on faculty salary schedule or faculty contract)
6. Other (required description)

When deductions for substitutes are to be made, the name of the substitute is to be included on the report.

Any official travel or absence authorized and approved prior to the absence is not reported on these forms, but on appropriate Prior Approval and Class Coverage forms.

1003.3 Deductions

For calculating salary deductions in cases of unauthorized leaves, termination of contracts, and similar situations, a day's pay shall be considered as a pro-rata share of the individual's annual contract salary, usually 1/170th or one part of the total contracted days.

In cases where the cost of the substitute's salary is deducted from the faculty member's salary, the amount of the deduction shall be determined by actual cost of salary and benefits paid by the College for the replacement.

1003.4 Related to Illness

Each regularly employed full-time faculty member shall accumulate sick leave credit at the rate of one day for each month in which services are performed. Unused sick leave allowance is cumulative. There is no maximum accrual limit.

Faculty who are absent for illness in excess of five days in any one year may be requested to provide a doctor's certificate.

For absences due to illness beyond accumulated sick leave, a faculty member will be paid the difference between the contracted salary and the salary and benefits of a substitute, provided that his illness confines him. Such differential pay may be continued to the extent of one month per year of service within the Highline School District prior to July, 1967, and in Community College District 9 subsequent to that time but not to exceed the current contractual period.

Serious illness of spouse or children during which the faculty member's assistance is required may be reported as sick leave.

Appointments, examinations, and routine health check-ups, etc., are not considered personal illness.

Each faculty member shall receive a quarterly report showing his accumulated sick leave. The report will be supplied no later than two weeks after the conclusion of the quarter.

1003.5 Related to Pregnancy

Pregnancy disability will be considered the same as an illness or other disability. The employee may use sick leave for this purpose up to the limit of her accumulated sick leave. Length of maternity leave will be arranged by the faculty member and her division chairman with advice from the physician.

1003.6 Related to Death in Family

Sick leave may be used for absences not exceeding five days (bereavement leave) caused by death in the immediate family, parents, spouse, spouse's parents, children, brother or sister of the faculty member.

In the event of absences caused by death of other close relatives, a deduction in the amount of substitute's pay shall be made from the faculty member's salary. Such absences shall not exceed 3 days. Other close relatives are defined as including aunts, uncles, grandparents, grandchildren, and persons who are permanent members of the household at the time of their death.

1003.7 Related to Emergency

Sick leave may be used for emergency situations as authorized by RCW 28B.50.551. The use of leave under this provision shall be subject to the following:

1. Leave may be permitted for matters which, if not cared for at the appropriate time, would result in injurious hardship for the individual.
2. The burden of proof that an emergency exists which requires the individual's attention rests with the person taking leave. Appeals may be taken to the President for determination and recommendation.
3. Whenever possible, prior approval should be obtained from the appropriate division chairman or administrative head and the Dean of Instruction.

Approval for emergency leave is given by the appropriate division chairman and the appropriate Dean.

1003.8 Attendance Incentive Program

All regularly employed full-time faculty members are eligible to participate in an attendance incentive program, in accordance with the provisions of RCW 41.04.340, which provides monetary compensation for accrued sick leave as follows:

1. In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds 60 days may choose to convert sick leave days earned in the previous calendar year minus those used during the year to monetary compensation at the rate of 25%, based upon the employee's current salary. All converted hours will be deducted from the employee's sick leave balance.
2. Employees who separate from the College due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%, based upon their salary at the time of separation. Retirement shall not include vested employees who leave funds on deposit with the retirement system.

1004 Professional Leave

1004.1 Introduction

Highline Community College maintains a Professional Leave program as an important means to improve the College's service to its students and community. Individual faculty members are encouraged to develop and submit specific proposals which will make improvement in instruction and services.

Faculty members on professional leave shall be entitled to the same rights and benefits as all other faculty members.

1004.2 Professional Leave Procedures

For leaves being contemplated for implementation in the subsequent fiscal year, the procedure for processing professional leave applications shall be:

1. Each faculty member wishing to be considered for professional leave must submit a written application following the outline suggested by the Dean of Instruction. Applications are to be submitted to the appropriate division chairperson, reviewed by members of the division and submitted to the appropriate Dean or Associate Dean, accompanied by written recommendations from the division.
2. All applications shall be processed to reach the Dean of Instruction by February 1.
3. All comments and recommendations for leave, including the estimated costs for replacements, shall be forwarded by the Dean of Instruction to the chairperson of the Professional Leave Committee for review and recommendation to the President for action. In addition to recommending approval of selected proposals, the Committee shall identify one or more alternates.
4. Final approval and granting of professional leave shall rest with the Board of Trustees upon recommendation of the President.

5. Notification to all applicants of the decisions concerning the granting of the leave shall be made on a timely basis, normally before the end of winter quarter of the academic year in which application is made.

6. All leave applicants denied leave shall be issued written statements by the chairperson of the Professional Leave Committee setting forth reasons for denial of leave requests.

7. If an applicant who had been granted leave is forced to cancel his/her leave plans, the leave may be granted to the first alternate.

1004.3 Professional Leave Committee Composition

The application procedures for granting professional leave shall be monitored by the Professional Leave Committee. The composition of the Professional Leave Committee shall be:

5 faculty representatives elected by the faculty
1 student representative selected by the Student Senate
1 Dean of Instruction

If a faculty member is applying for leave, that faculty member must resign from the committee. Faculty elected to replace these faculty representatives shall serve two-year terms.

1004.4 Professional Leave Criteria

In considering applications for professional leave, priority shall be given as follows:

1. Work or study directly concerned with programs at Highline Community College, planned with College officials, and/or work or study in a formal program directly concerned with the assigned teaching field.

2. Work or study that would enable a faculty member's professional assignment to be shifted to an area of higher need, as certified by the Dean of Instruction, shall be given a high priority by the Committee.

3. Other work or study resulting in professional improvement of the College staff, including acquiring practical experience through employment or other applications of skill and knowledge related to the College assignment.

4. Special consideration should be given to the quality of the proposed project.

5. When professional leave plans are considered equally meritorious, using the criteria above, the Committee can then consider length of service to the College and the number of quarters of professional leave already granted as valid criteria.

6. Faculty members having received a full year's leave within the last six years shall receive a low priority in the Committee's deliberations.

1004.5 Other Provisions

1004.5.1 Salary During Leave

Pay during professional leave shall be at the rate of seventy-one percent of the individual's basic contract pay. Faculty members on such leave are eligible for part-time faculty agreements, provided such assignments do not interfere with the leave assignment as determined by the appropriate dean. Faculty members on professional leave may accept employment, provided such employment does not interfere with the leave assignment.

1004.5.2 Agreement to Return

It shall be a condition of such leave agreements that the person must agree to return to the College upon completion of the leave period and shall serve for a period of two quarters for each quarter of leave, or shall pay to the College all prorated leave salary and fringe benefits unless the faculty member's employment was terminated by the College. The time allowed for repayment shall be twice the number of quarters on leave or at a rate mutually agreed between the faculty member and the College. Payments delayed beyond the two years shall include a reasonable interest rate. A faculty member returning from leave shall be entitled to the position held prior to the leave.

1004.5.3 Agreement for Satisfactory Completion

It shall be a condition of such leave that the faculty member shall satisfactorily complete the project and shall provide the President with a written report, including official transcripts of all College work, that summarizes the work completed and its benefits to the College. This report is due within two months after completion of the leave, summer quarter excluded. Should this report indicate the project was not completed or seemed unsatisfactorily completed, the President may refer the report, along with all documentation concerning the request, to the Professional Leave Committee for a recommendation. Failure to satisfactorily complete the project could result in faculty member having to refund the payments, or some portion thereof, to the College.

1004.5.4 Total leave to be Granted

The total professional leave and cost of replacements shall not exceed statutory requirements as set forth in law at the date of adoption of this program, nor shall the total professional leave granted for 1983-85 be less than two full-time equivalent faculty per year.

1005 Faculty Exchange Leave

A faculty member may wish to arrange an exchange of work assignment with any qualified colleague at any appropriate institution in industry, education, government, or other place of employment. Such professional exchange requires that the faculty member's replacement at Highline Community College be qualified to perform the member's normally contracted duties or to perform another faculty assignment having a higher priority need.

While participating in such an exchange, the Highline Community College faculty member shall officially continue as a full-time contracted member of the faculty and shall be treated as such in all respects by the College; i.e., maintaining position on the Salary Schedule, insurance and retirement coverage, etc.

1006 Leave of Absence

A leave of absence without pay may be granted for a maximum of two consecutive years to a faculty member for personal and/or professional reasons. Leaves of over one quarter in length are granted by the President.

Requests for leave of absence should be submitted to the appropriate division chairperson and/or supervisor and referred to the appropriate Dean. A person maintains, but does not advance, position on the Salary Schedule while on leave.

In considering requests for leave of absence, the following are among factors considered:

1. reasons for leave
2. length of service to the College
3. instructional area or assignment
4. availability of suitable replacement
5. total number of faculty on leave

1007 Jury Duty Leave

A faculty member may be granted a leave for jury and witness duty when subpoenaed. In such instances the fees for such duty shall be endorsed to the College by the faculty member.

1008 Retirement Incentives

Faculty members interested in retiring may apply for early retirement in accordance with state law. To be considered, the faculty member must:

(1) be tenured,
(2) have taught at Highline for ten years, and
(3) submit a written request to the College President.

The College President will consider all requests and notify each faculty member, within twenty (20) working days, if the request appears to be or not to be educationally and economically feasible and of sufficient benefit to the College.

All retirement arrangements must be established in writing and agreed to by the faculty member and the College. Conditions of the agreement require that the faculty member exercise an intentional, voluntary and intelligent waiver of rights as a tenured faculty member in exchange for participation in a retirement program and that the College President give written assurances for fulfillment of the retirement contract. The contract shall specify eligibility for benefits, as appropriate.

Retirement arrangements may include, but not limited to, a provision for part-time employment, a series of reduced contracts, or an installment purchase of employment rights.

The College will make available an annually updated summary of the options granted.

1100 OTHER PROVISIONS

1101 Academic Freedom in Classroom

Academic freedom allows Highline's teachers to seek and present the truth as they know it on problems and issues, without fear of interference from administrators, the Board, governmental authorities, or pressure groups. Students gain the opportunity to study controversial issues and divergent views and to arrive at their own conclusions. Teachers have a basic responsibility to promote freedom of thought, expression, and the pursuit of truth. Teachers have an obligation to protect students' right to freedom of inquiry even when the students' conclusions differ from the teachers' conclusion. In using potentially controversial materials, the faculty member has the obligation to ensure the material meets the valid educational objectives of the class. Teachers have the responsibility to exercise reasonableness and good judgement in their presentations and to function within the ethics and standards of their respective disciplines and the teaching profession.

In protecting academic freedom and promoting learning, it shall be the policy of the College that administrators, faculty, students, or others shall not install in any classroom or bring into the classroom on a temporary basis, a mechanical or electronic device for listening to or recording any class session without consent of the faculty member involved. Faculty members are encouraged to promote student learning by permitting recording for personal study use.

As a vital component of academic freedom, faculty members shall be responsible for decisions regarding methods and materials used for instruction of students provided policies and procedures of the College for purchasing are followed.

1102 Copyright Policy

1102.1 Background

The College encourages the publication of scholarly works as an inherent part of its educational mission. In this connection, the College acknowledges the right of faculty, staff and students to prepare and publish, through individual initiative, articles, pamphlets, and books that are copyrighted by the authors (or their publishers) and that may generate royalty income for the authors.

The variety and number of copyrightable materials that may be created in the college community have increased significantly in recent years as have the author-college-sponsor relationships under which such materials are produced. Therefore, the following statement of College policy on ownership and use of copyrightable materials is provided to clarify the respective rights of individuals and the College in this increasingly important area.

1102.2 General Statement of College Policy on Ownership and Use of Copyrightable Materials

College faculty retain all rights in copyrightable materials they create, except when special circumstances or contractual arrangements prevail. This right of ownership is subject to the following exceptions and conditions.

a. Grant and Contract Limitations

Conditions regarding rights in data or restrictions on copyright privileges contained in sponsored grants, contracts, or other awards are binding on the College and on faculty, staff, or student authors.

b. College-Owned Materials

Materials shall be "College-owned" within the meaning of this policy statement if the author was commissioned in writing by the College to develop the materials as a part of the author's regularly compensated duties, as for example, released time arrangements in the case of faculty members. As to a faculty member, "commissioned in writing" specifically does not refer to his/her general obligation.

c. Written Agreements

If faculty uses College facilities to produce copyrightable materials, an agreement will be reached in writing as to the rights of the College and of participants before work begins whenever (1) a question exists as to whether the materials will be College-owned, or (2) copyrightable materials are likely to result from the joint efforts of persons in academic departments and College service departments. As to jointly developed materials, determination of rights in written form shall be accomplished no later than prior to the sale of the materials in question. It is the responsibility of the faculty member to obtain this agreement.

1102.3 Types of Materials

The types of materials to which this policy is intended to apply include:

(1) Video and audio recordings, tapes and cassettes.

(2) Film, film strips and other visual aids.

(3) Books, texts, study guides and similar published materials.

(4) Computer programs when copyright rather than patent or trade secret protection is relied upon as the primary source of legal production.

(5) Musical or dramatic compositions.

(6) Other copyrightable materials.

1102.4 Copyrighting or Selling Educational Materials

Should an allegation or question arise concerning the violation of personal or property rights by an author or the College, the party holding the copyright will assume sole responsibility for defense of any action and the satisfaction of any judgement.

1102.5 Selling Materials to Highline Community College Students

All educational supplies and materials to be sold to Highline Community College students shall be under the direct control and specific supervision of the College Bookstore.

Before materials owned and/or copyrighted by a Highline Community College faculty member may be sold to Highline Community College students, a waiver of the Executive Conflict of Interest Act Chapter 42.18 RCW should be obtained by the faculty member once implementing rules are adopted by the Governor's office. The College Vice President's office will assist faculty members in requesting such waivers.

1103 Instructional Improvement Fund

At least one-half of one percent (.005) of the negotiated full-time and part-time faculty salary budget will be budgeted for projects designed to improve the quality of education available at Highline Community College. The fund will be used for instructional improvement proposed by individual faculty members, recommended by divisional action, recommended by the Instructional Improvement Committee, and approved by a Dean or Assistant Dean.

In considering applications for instructional improvement projects, priority shall be given to new and innovative approaches to instruction and services directly concerned with programs at Highline Community College that will improve instructional materials and/or methods. Faculty will also be encouraged to explore courses and projects that improve, expand and update their professional competency.

The applicant shall be kept informed of all opinions about his request and will receive copies of communications in regard to his application from the division, the Instructional Improvement Committee, and the Dean or Assistant Dean.

The Instructional Improvement Committee shall consist of one representative elected by each division along with the Associate Dean of Instruction. The Committee will elect its chairman.

Instructional improvement projects approved before May 15, but scheduled for completion during the following summer may encumber funds to be paid upon completion of the project provided the completion is before October of that calendar year.

1104 Faculty Travel Fund

Funds will be budgeted for the expenses of professional staff in attending professional meetings and conferences. The minimum amount to be budgeted for each instructional unit for this purpose will be equal to $75.00 times the number of authorized full-time certificated positions.

1105 Safety

The College agrees to make reasonable efforts to maintain safe working conditions. Faculty members are encouraged to report immediately any apparent unsafe working conditions to the appropriate administrator or to the Campus Safety Officer. The College Safety Committee shall contain at least two faculty members.

1106 HCEA Release Time

The President of the College will grant approximately one-third release per academic year to the Highline College Education Association for the purpose of representing Highline Community College faculty. No more than two-thirds of this time may be taken in any one quarter nor more than one-third during Fall quarter. This release time shall be provided especially for on-campus affairs and shall exclude participating in unauthorized lobbying activities as defined by the Public Disclosure Law or in organizational activities at campuses and locations other than Highline Community College.

The determination of who is to receive release time will be made by the Executive Board of the Highline College Education Association as approved by the College President.

1107 Savings Clause

If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

1108 Calendar

The calendar shall serve the educational needs of the students and provide for effective use of College personnel. It shall provide for necessary orientation for new faculty, a preparation period for all faculty, and appropriate activities for faculty improvement and other official College activities requiring faculty participation.

It shall be the policy of Highline Community College to contract with faculty for a college year extending from a date not earlier than the third Monday in September to a date not later than the second Saturday in June. The College calendar shall include instructional and testing days numbering at least 162 but not more than 167. Other faculty days shall number seven or eight, three of which shall follow the testing periods. Further, the calendar shall provide for official state holidays and vacation periods of at least two weeks following fall quarter and one week following winter quarter.

The calendar shall be prepared by the Dean of Instruction after consulting with the executive boards of the certified faculty organization elected to perform representation rights and the Associated Student Body. The Dean of Instruction shall publish it before the end of the calendar year preceding the academic year covered by the calendar.

For calendars prepared during the term of this Faculty Salary Program, the following shall apply:

(1) There will be a total of 170 faculty work days per year.

(2) There will be a three-day orientation to be held no earlier than five working days prior to the start of classes. There will be two "professional days" for scheduled professional work as recommended by the division and approved by the Dean of Instruction to be held during the year with the dates to be determined by negotiations between the HCEA and the College administration provided an agreement is reached before the end of the fall quarter preceding the year of the calendar.

1109 Distribution of Agreement

Within 30 days following ratification and signing of this agreement the College shall print and distribute to each faculty member a copy of this agreement. The style and format shall be mutually determined by the College and the HCEA prior to printing. Additional copies shall be provided to the Association. All faculty members new to the College shall be provided a copy of this Agreement by the administration upon issuance of their initial full-time contract. This agreement shall be available to all applicants for faculty positions upon request.

1110 Reopening Negotiations

It is agreed that if the Legislature and/or the State Board for Community College Education appropriates additional salary funds that can be applied to 1985-86 contracts, negotiations will be reopened, upon written request by the President of the official faculty bargaining unit, to determine how these funds will be applied.

It is further agreed to reopen negotiations for further procedural refinements in section 800 upon written request from the College President to the HCEA President.

It is agreed this Salary Program may be reopened, by mutual consent of the HCEA and the Administration, for further negotiations.

1111 Agreement Duration

This agreement shall continue from September 1, 1985, to August 31, 1987.

APPENDIX A

CALCULATIONS FOR COMPARING INDIVIDUAL FACULTY FTE LOADS WITH THE HEGIS STANDARDS

Step 1 - Obtain the basic data.

To complete these calculations, you will need:

1. Your official class schedule for the quarters to be used in the calculations. Include only classes covered by your full-time contract. Questions should be directed to the division chairman or Office of the Dean of Instruction. Be sure to include your share of team-taught classes.

2. The official enrollment in each class section. Only enrollments that were reported and accepted by the State Board for Community College Education may be counted. The MIS-2 report is the definitive source. A reasonable estimate may be made by taking the enrollment listed on the class openings report (see your division chairman) reduced to eliminate those enrolled after the tenth day and those enrolled on space available basis (senior citizens and staff). Report CS011 may be helpful for summarizing these data.

3. The HEGIS classification for each class section and the Student Faculty ratio that reflect 72% of the model. These are determined by the SBCCE staff and are available from the Division Chairmen or the Office of the Dean of Instruction.

   As an example, the following data were taken from the Spring 1980 schedule:

Classes	Credits	Enrollment	HEGIS Code	S/F Ratio
Chem 121	5	23	1905	26.85
Chem 152	5	20	1905	26.85
Engr 160	4	15	0704	23.79
Engr 160	4	15	0704	23.79

Step 2 - Determine actual FTE-S produced using this formula for each class section:

$$\frac{\text{Credits x Enrollment}}{15} = \text{FTE-S}$$

Step 3 - Sum FTE-S produced.

Step 4 - Determine FTE-F entitlement by using this formula:

$$\frac{\text{FTE-S}}{\text{S-F Ratio}} = \text{FTE-F}$$

Step 5 - Sum FTE-F entitlement.

The above example with these calculations included is:

Class	Credits	Enrollment	FTE-S	HEGIS	S-F	FTE-F
Chem 121	5	23	7.667	1905	26.85	.286
Chem 152	5	20	6.667	1905	26.85	.248
Engr 160	4	15	4.000	0704	23.79	.168
Engr 160	4	15	4.000	0704	23.79	.168
			22.334			.870

Step 6 - Determine your full-time teaching equivalent. Your actual FTE-F is established by the SBCCE as 1.00 unless you have official release time granted by the Dean of Instruction. In calculating the College as a total the administration and release time is restricted to three positions plus five percent of the total instructional faculty.

Step 7- Determine for percent of standard by this formula:

$$\frac{\text{FTE-F Entitlement}}{\text{FTE-Actual}} = \text{\% of Formula}$$

In the above example:

$$\frac{.87}{1.00} = 87\%$$

You may either stop with the above results or continue the calculations to compare your actual Student Faculty ratio against your individual standard Student Faculty ratio.

Step 8 - Determine your actual student faculty ratio by:

$$\frac{\text{FTE-S}}{\text{Actual FTE-F}} = \text{S-F ratio}$$

In the above example:

$$\frac{22.334}{1.00} = 22.334$$

Step 9 - Determine your individual standard Student Faculty ratio.

a. Summarize your FTE-F entitlement by HEGIS code.

b. Determine percentage of your FTE-F entitlement for each HEGIS code. Percentage must sum to 100.

c. Multiply percentage against the Student Faculty ratio from the model and sum the products.

In the above example:

HEGIS	FTE-F	%	Product
1905	.534	.6137	16.478
0704	.336	.3862	9.188
		1.0000	25.666

Step 10 - Compare actual Student Faculty ratio with your individual standard:

$$\frac{\text{Actual}}{\text{Standard}} = \text{\% of Standard}$$

In the example:

$$\frac{22.334}{25.666} = .870$$

This result should match the percentage of Standard determined by Step 7 within rounding errors.

NOTES

c. Multiply percentage against the Student Faculty ratio from the model and sum the products.

In the above example:

HEGIS	FTE-F	%	Product
1905	.534	.6137	16.478
0704	.336	.3862	9.188
		1.0000	25.666

Step 10 - Compare actual Student Faculty ratio with your individual standard:

$$\frac{\text{Actual}}{\text{Standard}} = \text{\% of Standard}$$

In the example:

$$\frac{22.334}{25.666} = .870$$

This result should match the percentage of Standard determined by Step 7 within rounding errors.

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 10

AND

THE GREEN RIVER UNITED FACULTY COALITION

EXPIRES: MAY 15, 1990

JC870524

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AGREEMENT

By and Between the

Board of Trustees of Community College

District No. 10

and the

Green River United Faculty

Coalition

This Agreement is by and between the Board of Trustees of College District No. 10, hereinafter called the "Employer," and the Green River United Faculty Coalition, hereinafter called the "Agent."

The Employer and the Agent agree that this contract shall be binding on both parties except that this Agreement shall be subject to all present and future State laws and/or directives of the Legislature or the Governor of the State of Washington. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is found invalid, then the Employer and the Agent shall enter into immediate negotiations on the specific invalidated item or items for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement of the specific provision.

ARTICLE I

RECOGNITION

SECTION	TITLE
A	UF Recognized Agent for Negotiating
B	Personnel Excluded from Representation
C	Excluded Category Right to Petition
D	Equal Opportunity Employment

ARTICLE I

RECOGNITION

SECTION A RECOGNITION OF AGENT.

The Employer hereby recognizes the United Faculty Coalition as the exclusive negotiating representative for all the Community College District No. 10 faculty members in the following categories and as further defined in RCW 28B.52:

1. Instructional Faculty
2. Division Chairpersons
3. Counseling Faculty
4. Instructional Resources and Services Faculty (job titles in this category will include, but not be limited to, "Librarians," "Media Specialists," "Coordinator of Admissions and Advising.")

SECTION B EXCLUDED PERSONNEL.

Personnel excluded from representation by the Agent include administrative, classified, and those employees excluded by law from the Higher Education Personnel Board rules.

SECTION C RECOGNITION OF RIGHT TO BARGAIN.

An excluded category or group having a common community of interest shall have the right as a unit to petition for an election for recognition and to bargain a contract.

SECTION D EQUAL OPPORTUNITY EMPLOYMENT.

There will be no discrimination against any faculty member or any applicant for any faculty appointment or promotion to positions covered under this Agreement on the basis of race, creed, color, national origin, ancestry, age, sex, sexual orientation, organizational affiliation, handicap, or marital status. It is understood the Employer shall maintain an Affirmative Action and Title IX Program.

ARTICLE II

DEFINITIONS

SECTION	TITLE
A	Definitions
B	For Purposes of Tenure

ARTICLE II

DEFINITIONS

SECTION A DEFINITIONS.

The following definitions apply specifically to the Agreement, augment definitions with specific sections of this Agreement, and are believed not to be contrary to law.

1. Leaves: Refer to Article VI (Leaves and Faculty Development).

2. Committee: A group elected, volunteered or appointed, who meets at the request of the appropriate Vice President or the President to fulfill a specific College function. A committee, to be validated for the award of in-service credit, shall select a chairperson, meet for a minimum of ten (10) clock hours per year for each in-service credit, shall maintain summary minutes, and shall, at the end of the academic year, file a report with or forward its recommendation(s) to the appropriate administrator.

3. Full-Time Teaching Faculty: Full-time teaching faculty members shall have responsibilities which include, but are not limited to, the following:

   a. Daily work span (Article V, Section I)

   b. Office hours (Article V, Section J)

   c. Contact hour load (Article V, Section L)

   d. Job description for instructional faculty (Article V, Section A)

4. Full-Time Non-Teaching Faculty: Full-time non-teaching faculty, including Counselors, Librarians, Media Specialists, Coordinator of Admissions, shall have responsibilities which include, but are not limited to, the following:

   a. Counselors (Article V, Section C)

   b. Librarians (Article V, Section E)

   c. Media Specialists (Article V, Section F)

   d. Daily work span (Article V, Section I)

5. Replacement Faculty: Faculty who replace full-time faculty members, who receive a contract for a specified length of time, and who are paid from the annual salary schedule.

6. Temporary Faculty: Those who receive a quarterly contract, who are assigned a workload not to exceed 2/3 of a normal annual workload, as defined in Article V, Section M, and who are paid from the hourly salary schedule.

7. Temporary Faculty Appointment: Any faculty appointment that does not comply with the above definition of full-time faculty appointment shall be deemed to be a temporary faculty appointment. The contract furnished to temporary faculty members shall explicitly declare that the faculty member has received a temporary faculty appointment. Temporary faculty shall not be subject to the tenure laws of the State of Washington. Categories of temporary faculty are as follows:

   a. Temporary-Special Funding: Faculty who are given a full-time contract for a specific time, and whose employment is funded by special purpose, temporary monies.

   b. Temporary Faculty: Those who receive a quarterly contract or who are assigned a workload consistent with the limits of Article V, Section M (Temporary Hiring Procedures).

   c. Temporary Full-Time Faculty: Faculty who teach at least 2/3 of a normal workload or more than ten (10) contact hours per week, who receive a quarterly contract and who are paid from the hourly salary schedule.

   d. Lecturers: Faculty members with outstanding knowledge or skills employed for a limited, specialized purpose, hired on a specified contract and who are paid an amount determined by mutual consent. (Lecturer appointments for any one (1) year shall not exceed two percent (2%) of the total tenured and probationary full-time faculty.)

   e. Substitute Faculty: Faculty who temporarily fill the responsibilities of a full-time faculty member (usually for a short period of time), who are given a contract and who are paid from the hourly salary schedule.

SECTION B FOR PURPOSES OF TENURE.

1. Tenured Faculty: Faculty members who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and Article XI (Dismissal for Cause) and Article XII (Reduction-in-Force).

2. Faculty Peer: One who holds a tenured faculty appointment.

3. Probationary Faculty: Faculty members who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the probationer's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the State of Washington and Article VIII (Tenure), Article XI (Dismissal) and Article XII (Reduction-in-Force).

4. Probationer: Any individual holding a probationary faculty appointment.

ARTICLE III

SELECTION OF FACULTY AND DIVISION CHAIRPERSONS

SECTION	TITLE
A	Selection of Full-Time Faculty
B	Procedure
C	Replacements for Faculty on Leave
D	Faculty Assignments
E	General Standards of Qualifications
F	Selection of Division Chairpersons

ARTICLE III

SELECTION OF FACULTY AND DIVISION CHAIRPERSONS

SECTION A SELECTION OF FULL-TIME FACULTY.

Recommendations regarding the selection of faculty applicants shall be made by those administrators and faculty who know the abilities the position requires in order to select the best candidate. Competency in the assigned field and an understanding of the purposes of a comprehensive community college are criteria basic to selection.

SECTION B PROCEDURE.

The selection of faculty shall be implemented in the following manner:

1. The appropriate administrator(s) and division chairperson, in consultation with appropriate division personnel, shall review the application and credentials of each faculty candidate.

2. Up to four (4) qualified candidates, any of whom would be acceptable to a majority of the division, will be recommended by the division to the appropriate administrator and College President for final selection. The division will prioritize the candidates according to the strengths, weaknesses and other special qualifications of the candidates. If the Employer does not choose to select any of the recommended candidates, the process shall be repeated.

SECTION C REPLACEMENTS FOR FACULTY ON LEAVE.

At the time of employment, replacement faculty shall be informed of the length of the assignment and that the regular faculty member will be returning to that position.

SECTION D FACULTY ASSIGNMENT.

All professional staff receiving full-time faculty contracts shall be assigned to a division. New faculty shall be informed as to the requirements of their assignment by the appropriate administrator and division chairperson. They shall also be informed of the representing organization and that the Agreement is available in the College library. A copy of the Agreement will be furnished to each new full-time faculty member.

SECTION E GENERAL STANDARDS OF QUALIFICATIONS FOR COMMUNITY COLLEGE PERSONNEL.

The appropriate administrator shall be responsible for keeping faculty informed as changes occur or as certification requirements are due regarding general or specific standards for community college personnel established by Washington Administrative Code or other state standards of qualification.

SECTION F SELECTION OF DIVISION CHAIRPERSONS.

Members of each division shall elect their chairperson. Whenever the position becomes vacant, the election shall be held within thirty (30) days. Only tenured faculty from the division are eligible for election to the position. Each division shall determine its own nominating, balloting, election and recall procedures, and shall so notify the College President. The term of office shall be no less than two (2) years and no more than three (3) years, as determined by the division. Every currently-employed faculty member of the division shall have at least one-third (1/3) vote.

ARTICLE IV

DIVISIONAL AND INSTITUTIONAL OPERATIONS

SECTION	TITLE
A	Division Operations
B	Instructional Council
C	Course Syllabi
D	Part-time Classes Taught by Full-time Faculty
E	Travel
F	Summer School
G	Personnel Records
H	Standard and Miscellaneous Deductions
I	Pay Periods

ARTICLE IV

DIVISIONAL AND INSTITUTIONAL OPERATIONS

SECTION A DIVISION OPERATIONS.

The faculty members of each division shall develop written policies and procedures regarding such matters as the following:

1. Institutional, inter-divisional, and intra-divisional class scheduling.
2. Divisional/departmental program and course offerings.
3. Development of budget allocation, supply and equipment priority for divisional programs and courses.
4. Goals, objectives and needs of the division.
5. Temporary and full-time hiring priorities and procedures within the division.
6. Evaluation of temporary faculty within the division.
7. Class schedule and work span for individual faculty members.
8. Individual faculty workload in terms of contact hours.
9. Minimum and maximum class size appropriate for course objectives.
10. Formative evaluation of tenured faculty members.

Proposed written policies and procedures adopted by the divisions will be submitted to the appropriate vice president, as appropriate, for approval. Such policies and procedures shall be reduced to writing. In the event that such policies or procedures are not approved by the appropriate vice president, he/she shall notify the division in writing of the specific reasons. In such instance, or in the event either vice president or the division initiates modification to division policies and procedures, the division chairperson shall request a meeting of concern if so directed by a majority of the members of the division. A meeting of concern will include the College President, appropriate vice president, Coalition President, and division chairperson.

SECTION B INSTRUCTIONAL COUNCIL.

An instructional council composed of the twelve (12) division chairpersons, the Vice President for Instruction, and the deans for instruction shall meet twice a month to deal with matters of concern regarding the instructional program. The council will:

1. Plan and coordinate inter-campus scheduling for all classes under existing divisions.
2. Review and present a majority position of the division chairpersons to the Vice President for Instruction concerning program additions, reductions or changes.
3. Review proposed class offerings.
4. Prepare, review and evaluate short- and long-range goals of the instructional programs.

The Instructional Council will deal with instructional matters only. Matters relating to contractual negotiations will not be considered by the Instructional Council.

The Instructional Council shall elect a chairperson and adopt and publish its own operational procedures.

A majority vote of the division chairpersons will be presented to the Vice President for Instruction as a recommendation. Upon request of the Instructional Council, the Vice President will provide a status report of his/her action relative to their recommendation and his/her plan for future action.

SECTION C COURSE SYLLABI.

A syllabus will be developed for each course taught at the College. The division chairperson will take the responsibility to see that this task is completed and shall approve each syllabus prior to forwarding to the appropriate administrator's office. The course syllabus must be prepared and filed with the Vice President for Instruction two (2) weeks prior to the starting date of the course.

1. The appropriate administrator will take responsibility to see that copies of the syllabus are distributed to the library, counseling center, registrar and to others upon request.
2. When multiple sections of a course are taught by more than one instructor, the division chairperson and the instructors involved will decide upon any variations in the course syllabus to be used. A majority decision shall prevail.

3. Temporary faculty who teach regularly scheduled classes must follow the course syllabus developed for that course. Any deviation shall be approved by the division chairperson, the appropriate administrator, and appropriate divisional members.

4. All course syllabi will be reviewed at least every two (2) years, and any written changes will be submitted prior to the course anniversary date.

5. Each course syllabus shall include:

    a. The learning objectives for the course (what the student is expected to achieve during the course).

    b. The instructional procedure, including the types of assignments to be made.

    c. The types of evaluation and the marking system the instructor plans to use for that course.

6. The faculty member will inform students that copies of all course syllabi are filed in the library for student use.

7. No FTE-generating course shall be placed on the schedule for more than one (1) quarter without being assigned to a division.

SECTION D PART-TIME CLASSES TAUGHT BY FULL-TIME FACULTY.

A full-time faculty member will be given an opportunity to teach classes after 5:00 p.m. in any academic quarter, including summer, provided written application is submitted five (5) weeks prior to the beginning of the class offering. Excluding full-time assignments which are required to maintain full load, these assignments (including summer school) shall be paid from the temporary salary schedule.

SECTION E TRAVEL.

Faculty members who are unable to use College-owned or College-leased vehicles will be reimbursed at the maximum rate permitted by statute.

1. Reimbursement shall be at the currently established rate and in conformance with state regulations.

2. Within the limitation of the division budget, the College shall reimburse, at the maximum allowable rate, a faculty member for travel and expenses to attend workshops, seminars, or courses, as approved by the appropriate division chairperson, dean and vice president in accordance with Office of Fiscal Management regulations.

SECTION H STANDARD AND MISCELLANEOUS DEDUCTIONS.

In addition to standard deductions, the Employer shall make available to all faculty a payroll deduction procedure for membership in various insurance plans, tax-sheltered annuities and professional organizations, and shall deliver monies so collected to the duly authorized agent. This authorization must be in accordance with the regulations of the OFM.

The Agent agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages, or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

SECTION I PAY PERIODS.

Pay periods shall be in accordance with state regulations. Faculty may contact the payroll office for specific dates of pay days.

ARTICLE V

TERMS OF EMPLOYMENT

SECTION	TITLE
A	Job Description for Instructional Faculty
B	Job Description for Division Chairperson
C	Job Description for Counseling Faculty
D	Job Description for Counseling Division Chairperson
E	Readers Service Librarian
F	Media Specialist
G	Student Programs Area Job Description
H	Workload
I	Daily Work Span
J	Office Hours
K	Non-Teaching Faculty
L	Instructor Contact Hour Load
M	Temporary Faculty Hiring Procedures
N	Temporary Faculty Absence from Assignment
O	Calendar

ARTICLE V

TERMS OF EMPLOYMENT

SECTION A JOB DESCRIPTION FOR INSTRUCTIONAL FACULTY.

1. Basic Function:

    a. The instructor's primary function is to teach students and maintain an environment which is conducive to learning.

    b. The instructor's secondary function is to facilitate appropriate operational procedures of the institution.

    c. The instructor is responsible to the division chairperson.

2. Specific Function Relating to Instruction and Learning:

    a. To assist students by making appropriate use of any or all services, facilities, materials and methods available for enhancing the learning process.

    b. To teach courses in accordance with written, approved and filed course syllabi.

    c. To continually review and improve, when possible, the instructional materials, techniques and methods of instructional evaluation.

    d. To assist students in program planning and course advisement.

    e. To maintain scheduled office hours for contact with students.

    f. To maintain one's knowledge and skill in his/her discipline.

    g. To participate in periodic evaluation of the individual instructor's effectiveness and accomplishments.

3. Intra-Institutional Relationships:

   a. To work with the Vice President of Instruction and the division chairperson to periodically evaluate institutional programs and, where necessary, develop new course offerings consistent with the goals and objectives of the institution.

      Curriculum Development Funds: Curriculum development is a normal part of a faculty member's work assignment as referenced in 3a, above. However, the Vice President for Instruction has the authority to approve special projects in curriculum development which the Vice President for Instruction considers to be above and beyond the scope of the normal job description.

   b. To work with the division chairperson and the Vice President of Instruction in developing course catalog descriptions.

   c. To maintain appropriate records and submit required state reports and appropriate institutional reports.

   d. To fulfill College commitments as may be mutually agreed upon by the instructor and the appropriate chairperson or administrator.

   e. To perform committee work on various standing and ad hoc College committees. In no instance shall the faculty member be expected to serve on more than two (2) committees per year. The faculty member may at his/her option choose to serve on more than two (2) committees per year for in-service credit.

   f. To accept responsibility for the maintenance and safekeeping of College supplies and equipment as assigned to the instructor and as related to the faculty member's specific instructional area or assignment.

   g. To provide faculty expertise in enrollment advancement when deemed necessary by a faculty member, division chair or appropriate administrator.

4. Qualifications:

   a. A faculty member will be primarily assigned to advise within his/her general academic or vocational area of expertise; although, after consultation with the coordinator of advising, he/she may be assigned to advise in a related area.

   b. If a faculty member chooses, upon request of the Vice President, to advise in excess of the contracted calendar days, or in addition to his/her regular advising assignment, he/she shall be compensated on the hourly salary schedule.

c. Specific advising assignments pertaining to the fall-winter and winter-spring advising days shall be rotated at the discretion of the coordinator of advising in consultation with the division chairpersons and faculty members.

d. As far as it is possible and practical, the number of advisees for all faculty members will be equal.

e. All instructional policies applicable to the full-time contracted faculty shall apply to the temporary faculty who may, at their discretion, participate in all instructional activities and in the determination of divisional and College policy.

SECTION B JOB DESCRIPTION FOR DIVISION CHAIRPERSON.

1. Basic Function: The division chairperson is a faculty member who is additionally responsible for representing the division to other components of the College. The division chairperson is responsible for assisting the appropriate dean or vice president with the operation, planning, budgeting, staffing, supervising, evaluating and reporting in all matters developed by the division and relating to the divisional programs.

2. Specified Responsibilities and Authority:

   a. Coordinates the decision-making process of the division.

   b. Provides for initial and follow-up orientation of new faculty members in cooperation with appropriate administrative personnel.

   c. Develops and reviews, in consultation and by mutual agreement with the division faculty and appropriate administrator, the long-range divisional goals and needs.

   d. Develops, in consultation and by mutual agreement with the appropriate faculty, the divisional budget for submission to the administration and allocates divisional funds.

   e. Advises and assists students regarding divisional program and procedures.

   f. Reviews statistical data on the division, evaluates divisional operations and reports divisional accomplishments to the appropriate administrator.

g. In consultation with the division, faculty members, develop, prepare, coordinate: teaching schedules, budgets, reports, agendas, requests, assignments, instructor class loads.

h. Coordinates public relations information, press releases and divisional inventory process; and, approves divisional equipment maintenance requests and new or additional facility planning.

i. Communicates and maintains liaison with the division, administration, other divisions, students, related organizations, work experience programs, the community and advisory committees.

j. Encourages faculty to participate in professional activities such as conferences, conventions and professional associations.

k. Evaluates College educational and administrative policies and/or procedures for the purpose of recommending changes.

l. Cooperates with the coordinator of advising in implementing divisional advising schedule and procedures.

m. Maintains consistency between College instructional policy and instructional procedures in the division.

n. Assists divisional members in writing, evaluating and improving course offerings, methods of instruction, selection of textbooks, use of facilities and other instructional matters.

o. Coordinates divisional activities with the Learning Resource Center and the Developmental Center personnel when appropriate.

p. Is responsible for the work of all non-teaching personnel assigned to the division.

q. Reviews new developments in divisional courses and programs in relation to senior institutions and community colleges and identifies implications for divisional programs in consultation with the appropriate administrator.

r. Participates, as a member of the division, in the recruitment and selection of all divisional faculty members and other non-teaching employees.

3. Intra-Institutional Relationships:

   a. Vice President for Instruction--Accountable to the Vice President for Instruction for the interpretation and fulfillment of specific responsibilities and authority.

   b. Deans--Works with the appropriate dean for planning, organizing and evaluating performance standards of the divisional activities and programs.

   c. Student Personnel Services Staff--Cooperates with student personnel services staff as a resource person regarding divisional activities and programs.

SECTION C JOB DESCRIPTION FOR COUNSELING DIVISION CHAIRPERSON.

In addition to the items listed above, the Counseling Division chairperson shall assist divisional members in development evaluation, and improvement of experiences for credit offerings, methods of counseling and guidance, selection of materials used in experiences for credit and/or counseling and guidance, use of facilities, and other counseling and guidance matters.

SECTION D JOB DESCRIPTION FOR COUNSELING FACULTY.

1. Basic Function: The counseling faculty member's primary function is to provide counseling and guidance services for individuals and groups of individuals seeking assistance in vocational, educational and personal-social areas of development.

2. The counseling faculty member's secondary function is to facilitate operational procedures of the counseling division.

3. The counseling faculty member is responsible to the division chairperson.

4. Specific Functions Relating to the Counseling and Guidance Program:

   a. To offer, within the resources provided by the institution, the following:

      1) psychological counseling (personal, marital, group, vocational and educational) for individuals seeking assistance.

      2) guidance (educational and vocational exploration) for individuals seeking assistance.

        3) experience for credit in accordance with written and filed syllabi.

        4) administration and interpretation of individual psychometrics as deemed necessary by the counselor with the permission of the client.

        5) cooperation with public agencies in making and accepting referrals.

    b. To assist students in program planning and course advisement, in accordance with the following stipulations:

        1) Days set aside specifically for advising shall not exceed one (1) day per quarter, except for fall quarter, which shall be five (5) days.

        2) A counseling faculty member will be primarily assigned to advise within his/her general academic or vocational area of expertise, although after consultation with the coordinator of advising, he/she may mutually agree to be assigned to advise in another area.

        3) If a counseling faculty member, upon request of the appropriate administrator, chooses to advise in excess of the contracted calendar days, or in addition to the regular advising assignment, he/she shall be compensated on the hourly salary schedule.

        4) Specific advising assignments for fall-winter and winter-spring advising days may be rotated at the discretion of the division members in consultation with the coordinator of advising.

        5) Insofar as it is possible and practical, the number of advisees for all faculty members shall be equal.

    c. To participate in formative evaluation of the counseling faculty member's effectiveness and accomplishments when methods and instruments have been developed and agreed to be the Agent and the Employer.

5. Intra-Institutional Functions:

    a. To work with the division chairperson in development of catalog information pertaining to the counseling program.

    b. To maintain and submit final grade reports and other required reports as determined by the division and the administration.

c. To perform committee work on various standing and ad hoc College committees. In no instance shall the faculty member be expected to serve on more than two (2) committees per year. The faculty member may at his/her option choose to serve on more than two (2) committees per year.

d. To determine the counseling goals, objectives and policies for the division and the College.

SECTION E READERS SERVICE LIBRARIAN.

1. Basic Function: Readers Service Librarians, under the direction of the director of the resource center, are responsible for the operation of reference service, circulation and/or serials.

2. Specific Responsibilities and Duties:

   a. Provides information service for faculty, staff, students and community, which ranges from answering and apparently easy question to supplying information which can only be discovered by full utilization of the Resource Center collections.

   b. Selects materials of the various types necessary for the collection: books, periodicals, manuscripts, newspapers, tapes, films, maps, charts, posters, etc.

   c. Coordinates reference service with other resource center services.

   d. Understands importance of drawing upon resources of other libraries, either through referral or interlibrary loan.

   e. Facilitates access to materials by developing bibliographic aids designed for the particular needs of the patrons.

f. Assists the appropriate administrator in preparing the annual budget.

g. Provides instruction in use of the Resource Center and its materials and services informally on a one-to-one basis between the librarian and the patron at the time of a patron's needs; by formal instruction in the classroom at the request of a faculty member; by formal instruction in the classroom in the library course designed to accomplish this purpose. (When in this capacity, the librarian will perform those duties and responsibilities of an instructor as outlined in the negotiated agreement.)

h. Assists, when appropriate, in recruiting and interviewing prospective staff members.

i. Places requests for supplies and equipment.

j. Is responsible for supervision of library staff and student help assigned to reference or circulation.

k. Coordinates and supervises use of display areas and gallery. Responsible for organization of materials presented in those areas.

SECTION F MEDIA SPECIALIST.

1. Basic Function: A faculty member, under the direction of the appropriate administrator, who assists the instructional staff with the design and preparation of instructional materials.

2. Specific Responsibilities and Authority: The media specialist, under the direction of the appropriate administrator, is responsible for the operation of the Instructional Media Center.

   a. Plans and supervises the production of locally-devised instructional materials.

   b. Makes recommendations for and supervises the preparation of facilities needed in connection with the use of instructional media.

   c. Instructs students and faculty in the use of associated materials and equipment.

3. Additional Duties and Responsibilities.

   a. Assists with the selection, supervision, and periodic evaluation of personnel assigned to the Instructional Media Center.

   b. Supervises the use and repair of all instructional hardware and software, and makes recommendations for their acquisition.

   c. Maintains inventories of expendable supplies and equipment.

   d. Prepares and reviews statistical data summarizing Instructional Media Center activities and related costs. Evaluates Instructional Media Center operations and reports accomplishments and deficiencies to the appropriate administrator.

   e. Develops, in reference to projected production volumes, costs and faculty input, the Instructional Media Center budget for submission to the appropriate administrator.

   f. Due to the uniqueness of this position, the media specialist shall be relieved of any assigned instructional load or advising responsibilities.

   g. Varies work schedule as required by production and instructional needs, with approval of the appropriate administrator.

SECTION G STUDENT PROGRAMS AREA JOB DESCRIPTION.

Student programs area job descriptions, affecting faculty members, shall be mutually developed and agreed to by the concerned parties. Either party may request the presence of the Agent's representative during the development of the job descriptions. These job descriptions, which pertain to the positions listed under Student Program Premiums in Appendix C, shall be grievable.

SECTION H WORKLOAD.

There will be an instructional workload in terms of contact hours for all members of the instructional faculty. Only under unusual circumstances will this limit be exceeded. When the range is exceeded, it shall be at the request of the appropriate administrator or division chairperson and with the written acceptance of the faculty member. The Agent shall be notified in advance of this action. When the maximums are exceeded, one (1) of the following will occur:

1. Exceptions Requiring Payment. Instructors who are requested to and who accept a yearly contact hour load exceeding the maximum shall be given additional compensation at the appropriate rate from the hourly salary schedule.

2. Exceptions Requiring No Additional Payment. Contact hour load in excess of those yearly maximums shall be implemented only with the consent of the faculty member and in cooperation with the division chairperson and appropriate administrator.

SECTION I DAILY WORK SPAN.

Full-time faculty members shall be assigned a work schedule within a seven (7) hour daily assignment span, except where expansion of time span is required to maintain a full load and instances where special assignments are covered by stipend salary or are one (1) quarter per year, not including the summer. The daily work span may be four (4) hours during the day and one (1) continuing education class in the evening, upon mutual agreement between faculty member and the appropriate administrator. It is agreed that professional duties of faculty members may be performed off campus within the seven (7) hour assignment span.

SECTION J OFFICE HOURS.

Full-time members will maintain an office schedule of five (5) hours per week with the understanding that, if the schedule permits, some office hour time will be scheduled each day.

SECTION K NON-TEACHING FACULTY.

In the case of non-teaching faculty members, such as counselors, full-time coordinators, librarians, and cataloguers, assignment schedule shall be developed in cooperation with the appropriate administrator and shall not exceed the seven (7) hour daily assignment span.

SECTION L INSTRUCTOR CONTACT HOUR LOAD.

1. Each division shall attempt to maintain an average divisional load of 45 contact hours in a lecture mode, 60 contact hours in the lecture-lab mode, and 80 contact hours in the program/clinical, lecture/clinical mode of instruction. The maximum and minimum instructor loads shall be as follows:

Mode of Teaching	Annual Instr. Maximum	Annual Instr. Minimum	Normal Annual Instr. Load
Lecture/Discussion	48	42	45
Lecture/Lab	64	56	60
Programmed/Clinical*	85	75	80
Lecture/Clinical*	85	75	80

*Includes Office Hours

2. In the scheduling of individual faculty Normal Annual Instructor Load, factors which shall be taken into consideration include:

   a. The number of preparations.

   b. The number of students.

   c. The number of sections taught.

   d. The instructor's program responsibilities.

   e. The availability of student help or other instructional support.

3. It is the intent that each instructor shall have an annual load as close to the Normal Annual Instructor Load as practical. An instructor teaching in more than one (1) instructional mode shall have his/her contact load determined on a proportional basis in relationship to the Normal Annual Instructor Load.

SECTION M TEMPORARY FACULTY HIRING PROCEDURES.

1. Employment File.

   a. Placement in the Employment File. An employment file for temporary faculty members shall be maintained by the employer. All temporary faculty members shall be evaluated in writing by the appropriate administrator and by the division under procedures/criteria established by the appropriate division. Normally, the period of evaluation shall be for two (2) quarters, but, when necessary, a determination may be made jointly by the appropriate division and the appropriate administrator to extend the period of observation for a third quarter. If the temporary faculty member successfully completes the evaluation, the division shall recommend and, with the Vice President for Instruction's approval, the person's name shall be place in the file for those courses for which that person has been evaluated and judged qualified to teach.

b. Removal from the File. The name of a temporary faculty member shall be removed from the employment file:

1) upon the request of the temporary faculty member, or

2) when the temporary faculty member fails to accept three (3) consecutive contract offers, or

3) when the temporary faculty member is not employed for one (1) year (excluding summer) and reckoned from the last class day of the quarter in which they last taught, or

4) when the temporary faculty member is terminated by appropriate procedure.

c. If a person whose name was in the temporary file reapplies and is granted a temporary employment contract, the division and the appropriate administrator jointly may elect to waive the evaluation procedure.

2. Assignment of Temporary Faculty

The Vice President for Instruction shall assign qualified temporary faculty from the file to available quarterly classes before assigning temporary faculty outside the file to classes. Qualified temporary faculty in the file can expect to receive assignments up to a maximum of 2/3 of a quarterly load for the department in which they teach if classes are available.

The Vice President for Instruction shall determine assignment loads. Such assignments are not limited to 2/3 of a quarterly load; however, the individual's total teaching load shall not exceed two-thirds (2/3) annual full-time (fall, winter, spring) load for his/her department. Exceptions to this 2/3 rule shall be made only by the College President, and the Agent shall be so notified. Such exceptions shall include, but not be limited to, replacement of full-time faculty on leave, special programs, and shall not exceed one year duration.

3. Termination and Reduction of Temporary Faculty.

A temporary faculty member shall have his/her employment terminated by the employer if:

a. Their services are not needed. For example, but not limited to:

   1) There is insufficient enrollment in the class/classes they are contracted to teach.

   2) The class/classes they are contracted to teach are needed to make a full load for a tenured faculty member.

   3) There is a reduction in program during the period of their contract.

b. There is a recommendation from the division and/or the appropriate administrator that the temporary faculty member be terminated based on documented evidence. If terminated, a temporary faculty member will be sent a letter indicating the reasons. Nothing here shall be construed to confer tenure rights and privileges to temporary faculty members.

4. Course Syllabus.

All temporary faculty members who teach a regularly scheduled course shall follow a course syllabus developed for the course and approved by the Vice President for Instruction.

5. User-Sponsored Courses.

Exempt from the provisions of this section are teachers selected for user sponsored courses not open to the general public. Their courses will be offered for credit unless the division chairperson demonstrates that the teacher or course does not meet the standards of the College. These courses shall not qualify the teacher to be part of the temporary faculty file. Teachers used more than one (1) quarter shall be evaluated. Each quarter, upon request, the Vice President for Instruction shall furnish the Agent a list of all such exempt classes, including teacher's names.

SECTION N TEMPORARY FACULTY - ABSENCE FROM ASSIGNMENT.

1. Any temporary faculty member paid from the hourly wage schedule who is absent from a class due to illness or emergency will be granted leave at the rate of one (1) hour per quarter (non-accumulative) per weekly contact hour taught.

2. The faculty member shall be responsible for notifying the appropriate administrator and, whenever possible, the class in advance that the class will not meet.

SECTION O CALENDAR.

Each college academic year calendar shall consist of 171 contracted days for full-time faculty members. Such days shall begin no earlier than the Monday of the week including September 17, and end no later than June 16 for each calendar year. Sunday shall be considered the first day of the week. The faculty contracted days shall be apportioned to coincide with the following provisions:

1. A study day shall be provided each quarter, the last day of instruction and prior to College-scheduled final examinations, for full-time faculty. The study day shall be an on-campus faculty member contracted day to be used for student study, student-faculty reading, and faculty preparation for final examinations. For each academic year, study days shall be mutually determined by the Agent and the Employer.

2. Advising-workshop days for fall quarter of any academic year shall not exceed five (5) days. Advising day for winter and spring quarters of any academic year shall not exceed one (1) day each quarter.

3. Advising days shall consist of either: one (1) seven (7) hour day; or two (2) evening advising sessions scheduled with the appropriate administrator or his/her designee during contracted days, unless other arrangements for advising are mutually agreed upon by the appropriate administrator or his/her designee and the faculty member.

4. A workshop day or session is time organized on a contracted day for the purpose of working on College business, providing such day(s) shall not interfere with the regular instructional time.

5. Exempt from advising assignments are those faculty members whose duties are required and who are assigned by job description and the appropriate administrator to conduct other College business during the contracted days prior to instruction fall and winter quarters of any academic year.

6. In-Quarter-Registration-Advising shall end on the 50th instructional day of each quarter. Such advising shall be performed during the seven-hour work span.

ARTICLE VI

LEAVES AND FACULTY DEVELOPMENT

SECTION	TITLE
A	Illness, Injury, Bereavement, Emergency Leave
B	Civil Duty Leave
C	Legislative Leave
D	Maternity/Pregnancy Leave
E	Military Leave
F	Professional Day
G	Military Training Leave
H	Professional Leaves With Pay
I	Faculty Development Program
J	In-Service Training
K	Professional Leave Without Pay and Reduction of Workload
L	Continuing Education Improvement

ARTICLE VI

LEAVES AND FACULTY DEVELOPMENT

SECTION A ILLNESS, INJURY, BEREAVEMENT, EMERGENCY LEAVE.

The faculty member shall be credited with up to twelve (12) days of leave each year to be accumulated at the rate of one (1) day per month. The leave may be used for illness, injury, bereavement, or emergency with the stipulation that emergency and bereavement leaves shall not exceed five (5) days for any one (1) situation unless approved for an extended time by the appropriate administrator.

1. Emergency leave is defined as a period of time during which the faculty member must meet legal, business, religious, and personal obligations which unexpectedly arise, and/or which cannot be arranged on other than contracted days and shall exclude attendance at State legislative meetings, legislative committee meetings, State Board meetings, lobbying, fund raising or other activities of a political nature.

2. Bereavement leave shall be limited to immediate family. Bereavement arrangements may be granted in the event of the death of other individuals if approved by the appropriate administrator.

3. Whenever possible, faculty members will give advance notice of intent to take leave.

4. A faculty member must submit a Faculty Leaves and Professional Days form to the appropriate supervisor upon returning to work.

5. Any necessary salary deduction for absences exceeding or not covered by the leave provisions shall be made on the basis of an appropriate number of days or partial days' pay subtracted from the total contracted salary.

SECTION B CIVIL DUTY LEAVE.

Faculty members may be granted leaves of absence for jury duty, to serve as witnesses at trials, or to exercise other civil duties under subpoena. In such instances, a salary adjustment will be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so there is neither a financial gain nor loss, nor loss of accumulated leave to the faculty member.

SECTION C LEGISLATIVE LEAVE.

Faculty members will be granted leaves of absence to attend meetings of legislative or governmental committees for the purpose of giving testimony related to the interests of the College. Such leaves will receive prior approval from the administration.

SECTION D MATERNITY/PREGNANCY LEAVE.

1. Maternity leave is defined as leave for that period of time during which any faculty member is medically unable to perform an academic assignment because of pregnancy, child-bearing, and/or related complications. This is a paid leave not to exceed the amount of accumulated sick leave. Additional leave will be without pay.

2. Extended maternity leave is defined as a reasonable period of absence beyond paid maternity leave desired by any faculty member prior to and following childbirth. If the faculty member and the Employer are unable to agree upon the interpretation of a "reasonable period," either party may submit facts to the executive secretary of the Washington State Human Rights Commission for a ruling.

3. Disabilities caused by pregnancy or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall entitle the faculty member to accumulated sick leave for that period of time of medical disability that is certified by a physician. (Washington State Human Rights Commission - WAC 162-30-020.)

4. Provisions:

   a. Extensions of leave time, position and salary reinstatement, retirement, pension rights, and other service credits and benefits shall be applied to disability due to pregnancy or childbirth and/or related complications on the same conditions and terms as they are applied to other temporary disabilities.

   b. A pregnant faculty member shall notify the College of her condition as soon as possible and of the expected time for her leave of absence and maternity leave to begin and end. Within thirty (30) days after childbirth, she shall inform the appropriate administrator of the specific day she will return to work.

SECTION E MILITARY LEAVE.

Full-time faculty members shall be eligible for military leave of absence for service in the armed forces of the United States. Military leave shall be granted without salary. Such leaves shall be in accordance with applicable federal regulations.

SECTION F PROFESSIONAL DAY.

At least one (1) professional day shall be provided each quarter, non-accumulative, for full-time tenured and probationary faculty members to participate in approved activity specifically related to the faculty member's work assignment. Prior approval shall be in accordance with administrative procedure.

SECTION G MILITARY TRAINING LEAVE.

A faculty member shall be entitled to leave with pay, when necessary, not to exceed fifteen (15) calendar days in any one academic year for active duty in the National Guard, Army, Air, Marine, or Naval Reserve Forces of the United States for annual field training or otherwise discharging reserve obligations.

1. Such leave shall be arranged at the Employer's convenience, if at all possible.

2. Such leave shall be in addition to any other leave to which faculty members are entitled and shall not result in loss of benefits, privileges, or pay.

3. During military training leave, the faculty member shall receive his/her normal pay. The gross recompense received for such military leave shall be deducted from the faculty member's salary.

SECTION H PROFESSIONAL LEAVES WITH PAY.

Professional leaves with pay shall be granted in accordance with State statute. Applications will be received from individual full-time faculty by the Faculty Development Committee. The Committee shall utilize criteria listed under the Faculty Development program in addition to the following for prioritizing their recommendations:

1. Retraining for tenured faculty who may need to be wholly or partially reassigned due to program alteration or termination.

2. Acquisition of practical experience through employment or other applications of skills and knowledge related to teaching discipline.

3. Procedures for Leaves With Pay:

    a. By the first day of winter quarter, interested faculty members will submit a plan (on a form provided by the Vice President for Instruction) outlining the purposes of their leave and explaining its potential for contributing to their effectiveness in their assignment. Final recommendation by the Committee will be made by February 1.

    b. At the regular March meeting of the Board of Trustees, the Faculty Development Committee will make a report recommending the recipients of leave for an academic year and describing the purposes of each leave. In every case, recipients of leave for an academic year will be notified of their selection no later than the 25th day of March.

c. The length of leave shall be no less than one (1) quarter and no more than one (1) academic year.

d. Unless otherwise approved in advance, a recipient must return to Green River Community College professional duties for a period of at least as long as the period of leave granted under this policy, or the recipient must refund the total amount of money received from the College, including all contributions to employee benefits, while on leave.

e. Faculty members granted leave under this policy will maintain their regular salary standing plus increments and any other faculty benefits which accrue during their leave.

f. Within one (1) quarter after returning to the College, leave participants will submit a written report to the Faculty Development Committee describing the benefits of the leave to the College and the recipient. This report shall be made available to the Board of Trustees.

g. The recipient of a leave under this policy shall, prior to receiving any funds as salary for such leave, sign a memorandum stipulating understanding and agreement to abide by the provision of the leave as stated in this policy.

h. In unusual circumstances, a recipient may request an extension of leave without pay not to exceed one (1) academic year.

SECTION I FACULTY DEVELOPMENT PROGRAM.

The purpose of this program is to provide Faculty Development funds to help full-time faculty and temporary full-time faculty defray expenses relating to efforts to retrain, update, and improve skills and abilities relating to their assignments at the College. Faculty members who have been temporary full-time faculty for two (2) of the preceding four (4) quarters (including summer) are eligible to apply for Faculty Development funds.

1. More specifically, the program is designed to help fund expenses of:

   a. Development and improvement of faculty expertise in their teaching disciplines and particularly for skill/knowledge updating for faculty in disciplines experiencing rapid growth or change.

   b. Retraining for tenured faculty who may need to be wholly or partially reassigned due to program alteration or termination.

c. Pursuit of independent projects relating to faculty staff assignments at the College.

d. Development and presentation of faculty group projects or learning experiences aiding in improving knowledge or skill necessary for the teaching assignment.

2. The College shall budget $38,300.00 for each fiscal year during the life of this contract to be administered by the Faculty Development Committee. The Committee shall designate $5,000.00 to be spent on individual non-leave projects throughout each year. Normally each project shall cost less than $1,000.00. The Committee shall develop criteria consistent with other provisions of this section and submit them to the Agent and the College President for approval. The committee shall develop procedures for rotation of its divisional representatives.

a. The Faculty Development Committee, consisting of one (1) faculty member elected by each division, up to two (2) administrators selected by the College President, including at least one instructional administrator, shall recommend group and individual faculty development and leave priorities and expenses to the College President.

b. Special grants will be given to subsidize the cost of tuition, materials, travel, presenter honorarium and associated costs directly related to the approved faculty member's development program.

c. These funds shall help defray costs associated with leave with pay. Faculty members may receive up to 75 percent of full salary for leave with pay. For leave with pay for one quarter faculty members may receive up to 100% of their pay.

d. Criteria for evaluating proposals shall involve, but not be limited to: correspondence between applicant's plans and the purposes of this policy, previous leaves, value to the College, and necessity for retraining to avoid termination of a faculty appointment.

e. The Committee shall evaluate the applications and will recommend the level of funding for each individual.

f. Recipients of grants for individual projects will be notified in advance. Faculty will receive advance notice of group projects.

SECTION J IN-SERVICE TRAINING.

The College shall budget $3,000.00 for each fiscal year during the life of this contract for the purpose of providing a fund for in-service classes and/or seminars for the faculty. A committee consisting of one (1) faculty member elected by each division, up to two (2) administrators selected by the College President, including at least one instructional administrator, shall make recommendations and consider proposals for in-service training projects.

1. Faculty members making requests shall submit a proposal to the committee including the rationale, number of meetings, number of participants, nature of the class or seminar, cost, suggested starting and ending dates and suggested presenter. The In-Service Committee may also initiate proposals.

2. The In-Service Committee shall evaluate, prioritize and recommend the level of funding of proposals.

3. Recipients of funds will receive notification and be responsible for organization of the class or seminar.

4. The criteria for selecting proposals shall include the potential of the course or seminar:

    a. to improve teaching or learning.

    b. to enhance interpersonal relationships with students or other staff.

    c. to teach new instructional methodology.

SECTION K PROFESSIONAL LEAVE WITHOUT PAY AND REDUCTION OF WORKLOAD.

1. Full-time academic employees shall be eligible to apply for professional leaves in the following instances without salary or other employee benefits except as authorized by the Board of Trustees:

    a. Professional improvement through advanced study.

    b. Professional consulting activities.

    c. Foreign exchange teaching except for positions in countries where reciprocal salary arrangements exist, providing that such teaching may be used as experience credit for salary advancement on the approved salary schedule.

    d. Exchange teaching within the United States, except that such teaching may be used as experience credit for salary advancement on the approved salary schedule.

e. Government service other than teaching, provided that such service is directly related to the employee's job description and contributes to the advancement of professional knowledge and skill.

f. Professional improvement through study of actual conditions in business or industry as an employee or intern.

g. Preparation for retirement.

h. Health considerations.

2. Employees may apply for professional leave without pay or a reduced workload for one (1), two (2) or three (3) quarters. Application shall be made in writing to the appropriate administrator by the fourth week of the quarter (excluding summer) preceding the leave or reduced workload. Copies of the application shall be sent to the division chairperson. The application will give details of the proposed leave or reduced workload. The appropriate vice president will forward a recommendation to the President who will make a decision within one (1) month following receipt of the request in the vice president's office. If during the period of leave or reduced workload the employee decides to resign the position, the employee shall so notify the President ninety (90) days prior to the expiration of leave. If the duration of the leave or reduced workload is for spring quarter only, the notification date for resignation shall be thirty (30) days prior to the expiration of the leave or reduced workload. Appropriate prorations shall be made in accordance with State law (e.g., salary benefits).

SECTION L CONTINUING EDUCATION IMPROVEMENT.

Professional employees are encouraged to participate in continuing education activities and to maintain certification requirements.

1. Continuing education experiences, provided they are related to the faculty member's instructional assignment and are not repetitious of previously used credits, are appropriate for professional improvement, for advancement on the salary schedule, and/or for certification purposes.

2. Courses taken over five (5) years ago may be retaken to update a faculty member's skills or knowledge with approval of the appropriate administrator. Exceptions may be made to meet vocational certification requirements as specified by appropriate Washington Administrative Codes.

3. Faculty members and their division chairperson (and, as appropriate, their Tenure Review Committee) are urged to jointly develop individualized continuing education programs for the faculty member's professional advancement with the approval of the appropriate administrator.

ARTICLE VII

COMPENSATION AND BENEFITS

SECTION	TITLE
A	Placement on Salary Schedule
B	Movement on Salary Schedule
C	Record of Credits
D	Temporary Faculty Salary Placement
E	Temporary Faculty Salary Provisions
F	Temporary Faculty Office Hours
G	Temporary Faculty Absence from Assignment
H	Insurance
I	Teacher Retirement Plans
J	Parking Facilities and Fees

ARTICLE VII

COMPENSATION AND BENEFITS

Salary increases shall not exceed the amount or percentage established in the state appropriations act by the legislature as allocated to the Board of Trustees by the State Board for Community College Education. Any provisions of this agreement pertaining to salary increases will not be binding upon future actions of the legislature. If any provision of a salary increase is changed by subsequent modification of the appropriations act by the legislature, both parties shall immediately enter into collective bargaining for the sole purpose of arriving at a mutually agreed upon replacement for the modified provision.

SECTION A PLACEMENT ON THE SALARY SCHEDULE.

1. All new full-time faculty members shall be placed on the salary schedule within thirty (30) days of the beginning of their contractual employment or as soon thereafter as all official transcripts have been received. Placement shall also include a statement of credits earned toward the next higher salary lane.

   The Vice President for Instruction and the Personnel Officer will evaluate teaching experience, work experience and educational preparation for initial placement on the salary schedule based on guidelines established for this purpose.

2. At the new faculty member's request and expense, a copy of employment information (work experience, educational credits, degrees and certificates earned) shall be made available to the Agent within thirty (30) days of the beginning of employment for purposes of review. If a review is desired, the Agent must notify the Vice President of Instruction within 45 days of the beginning of employment of the new faculty member.

3. Initial Educational Credit Placement (Full-time Faculty).

   a. Credit placement is determined by the appropriate instructional administrator and the Personnel Officer after an analysis of the faculty member's credential or training record.

   b. Although the salary schedule in Appendix A indicates 15 credit lanes, all earned college credits, or other approved credits, up to a maximum of 345, are recognized for salary placement.

4. Salary placement for vocational technical instructors will be made in accordance with Appendix D.

5. Full-time teaching experience is defined as the equivalent of three quarters' teaching including summer school at full-time load.

6. For purposes of initial placement, instructors may be placed at a higher level on the salary schedule in instances where the College President determines such exceptions are in the best interest of the college.

SECTION B MOVEMENT ON SALARY SCHEDULE.

1. Horizontal Movement. Horizontal movement on the annual salary schedule will occur for all credits earned during the previous year, including summer. Salary increases for credits earned must be applied for and documented by November 1st and shall be effective for the individual's entire employment contract period.

2. Vertical Movement. Vertical movement on the annual salary schedule will be at the rate of one (1) level per academic year. A level will also be achieved through one (1) year of approved work experience, e.g., return to industry experience on approved leave of absence equated to equal instruction time. (See Vocational-Technical Salary Placement, Appendix D.) Level D is attained the next contract period after tenure.

3. Credit Lane Advancement. Credits are defined as follows:

1 Credit = 1 college credit (quarter credit hour)

1 Credit = 1 in-service professional credit

1 Credit = Ten (10) hours of college authorized in-service teacher training

1 Credit = Ten (10) hours of college authorized teacher training, e.g., computer training, accounting, machine training, etc., and/or specialized training in the furtherance of the individual's assignment.

Faculty members may earn credits toward advancement on the salary schedule through:

a. Any graduate-level course within the faculty members' disciplines or related to their professional development.

b. In-service courses sponsored by the College.

c. All vocational teacher-education courses which apply also for teacher certification purposes or related to their vocational professional development.

d. Courses forming part of a prior-approved degree program.

e. Certain other courses and professional activities not listed above, but which relate to the faculty member's area of teaching or improve the teaching ability, may also qualify for credit. These principles apply:

   1) Conferences, courses, or colloquia not covered in items a through d above shall receive in-service credit, upon approval by the division chairperson and appropriate administrator.

   2) Credits for advancement on the annual salary schedule will be granted at the rate of one-half (1/2) credit hour for each five (5) hours or fraction thereof of the conference.

   3) Other Credits: Other professional experiences shall be approved for credit by the division chairperson and the appropriate administrator upon request of and substantiation by the faculty member.

f. In-service credits for committee work will be granted in accordance with the following provisions:

   1) Committee defined: A group elected, volunteered or appointed, who meets at the request of the appointing authority (appropriate vice president or the President) to fulfill a specific College function. A committee to be validated for the award of in-service credit, shall select a chairperson, meet for a minimum of ten (10) clock hours per year for each in-service credit, maintain summary minutes, and shall at the completion of its task or the end of the academic year file a report with or forward its recommendation(s) to the appointing authority.

   2) In-service credit for committee service: The appointing authority shall, in consultation with the committee chairperson, determine a committee member's eligibility for in-service credit. It shall be the responsibility of the academic employee to file a request for in-service credit before May 1 of the fiscal year. (See Appendix E: Schedule for In-Service Credit Computation.)

SECTION C RECORD OF CREDITS.

All credits earned shall be transmitted to the College President's office at any time by the currently employed faculty member. An official proof of completion document must be submitted in order for the credits to be recorded. A record of all credits transmitted shall be permanently maintained in the faculty member's personnel file. The appropriate administrator shall within ten (10) days, send notification to the faculty member when credits are recorded in the personnel file.

SECTION D TEMPORARY FACULTY SALARY PLACEMENT.

1. Initial Placement of Temporary Faculty. All temporary faculty paid on the hourly wage schedule shall be placed on the hourly wage schedule within thirty (30) days of the beginning of their contractual employment. The temporary hourly wage schedule is found in Appendix B.

2. Hourly Wage Schedule and Placement.

    a. Educational Schedule Placement. All temporary faculty shall be placed on the hourly wage schedule, in accordance with degrees earned, certificates, and equivalent work experience.

    b. Vertical Experience Placement. All temporary faculty members shall be placed on the appropriate hourly wage schedule step in accordance with previous experience (three (3) quarters' teaching including summer school shall constitute one (1) step).

    c. Vertical Step Advancement. All temporary faculty shall advance one (1) experience step on the hourly wage schedule after teaching three (3) quarters, including summer school.

SECTION E TEMPORARY FACULTY SALARY PROVISIONS.

1. Any incorrect placement on the salary schedule due to incomplete data or misrepresentation of data shall be corrected at the time the incorrect placement is brought to the attention of the appropriate administrator.

2. Green River Community College faculty members who are included under the terms of this Agreement and who are on the payroll at the time of its approval shall not have their rate of pay or fringe benefits reduced as a result of the application of the provisions of this Agreement.

SECTION F TEMPORARY FACULTY OFFICE HOURS.

The Temporary Salary Schedule includes payment for outside class preparation, evaluation and meeting with students as needed before or after class to assist them with learning problems associated with course material. The temporary faculty member shall advise each class and the appropriate administrator when and where they will be available for consultation with students.

SECTION G TEMPORARY FACULTY ABSENCE FROM ASSIGNMENT.

1. Any temporary faculty member paid from the hourly wage schedule who is absent from a class due to illness or emergency will be granted leave at the rate of one (1) hour per quarter (non-accumulative) per weekly contact hour taught.

2. The faculty member shall be responsible for notifying the appropriate administrator and, whenever possible, the class in advance that the class will not meet.

SECTION H INSURANCE.

1. Subject to the State Employee Insurance Board regulations, the College shall contribute the maximum monthly rate allowed by State statute. The contribution shall apply toward coverage for the faculty member and family under group plans for health care, dental care and mandatory life insurance programs.

2. All insurance, except for professional travel and liability, shall remain in effect while a faculty member is on any approved leave, as long as the employee meets eligibility requirements consistent with State regulations and continues necessary premiums.

SECTION I TEACHER RETIREMENT PLANS.

1. The Board will make available retirement options as provided by Statute and will make maximum contributions thereto.

2. Faculty members who meet eligibility requirements at the time when granted a professional leave of absence without pay may:

   a. Retain membership in appropriate retirement programs.

   b. Retain college fringe benefits by self-paying applicable contributions in full. In such cases, faculty members would complete self-pay enrollment forms and forward them to the State Employees Insurance Board (SEIB) in Olympia. The self-pay premium would be made payable to the State Treasurer and be due at the SEIB office by the 5th of the month in which the employee is no longer on pay status. Excluded are sick and personal salary benefits such as Salary Continuation Insurance and Tax Deferred Annuities which would be suspended until the faculty member's return to the active payroll. See Article XII (Resignation-Retirement) for standards and procedures for mandatory retirement.

3. Retirement information is available in the Personnel Office during normal business hours.

SECTION J PARKING FACILITIES AND FEES.

Parking facilities are available to faculty members in staff and student designated areas. Permits may be purchased at the Cashier's Office on the currently established fee schedule. Three (3) faculty members shall be members of the Parking Board by appointment by the Coalition President.

ARTICLE VIII

TENURE

SECTION	TITLE
A	Tenure Implementation
B	Procedures of Tenure

ARTICLE VIII

TENURE

SECTION A TENURE.

Tenure will be implemented for eligible faculty members in accordance with the provisions of section RCW 28B.50.850 - .870 as now enacted or hereafter amended.

SECTION B PROCEDURES OF TENURE.

The following procedures of tenure at Community College District No. 10 will be implemented:

1. The duly elected bargaining Agent shall hold an election and select tenure review committees which will interview and evaluate the probationers and will make recommendations to the Board of Trustees regarding the professional qualifications of non-tenured faculty members.
2. It shall be the policy of Community College District No. 10 that the Board of Trustees, on the recommendation of the tenure review committee which has interviewed and evaluated the probationer, may grant tenure at any time between the assumption of the employee's faculty position and the end of the three (3) year probationary period as stated in the laws of Washington.
3. As a general practice, the Board of Trustees does not grant tenure prior to the end of the second year of probation.
4. The Board, at its discretion, shall periodically review and make recommendations regarding criteria for evaluation of probationers.
5. The criteria and method of evaluation established shall provide for a fair, balanced, unbiased evaluation of the probationer's effectiveness in his/her appointment and shall include student as well as peer and administrative evaluation.
6. All criteria relating to tenure considerations for evaluation of probationers shall be subject to approval of the College President after considering the recommendation of the Board and the involved divisions.
7. If the President does not approve the criteria as developed by the involved divisions, he shall, as soon as practicable, return the criteria to the divisions for further consideration together with his reasons in writing.

8. Tenure Review Committee Defined. A committee composed of the probationer's faculty peers and the administrative staff of the community college and a student, provided that the majority of the committee shall consist of the probationer's faculty peers and that the members be elected as specified by the Tenure Policy by a majority of the faculty members.

9. Establishment of Criteria and Methods for Evaluation.

   a. Each division of the College shall establish and maintain criteria and methods for evaluation of probationers in its division.

   b. The criteria and method of evaluation established by the divisions shall provide adequate opportunity for the probationer to demonstrate his/her effectiveness in his/her appointment and shall be consistent with his/her job description.

   c. The probationer will be encouraged to assist his/her Tenure Review Committee in determining appropriate methods of evaluation.

10. Selection of the Tenure Review Committee

    a. A tenure review committee shall be established for each probationer by October 15. The committee shall be responsible for the probationer until he/she is either granted tenure or is no longer employed within Community College District No. 10. If a vacancy occurs during the terms of service of the tenure review committee, the Agent will hold a special election within four (4) weeks to fill a position after the vacancy occurs.

    b. The chairperson of the Agent's tenure committee shall be responsible for the establishment of each tenure review committee which shall begin functioning no later than six (6) weeks after the day that the probationer has begun his/her faculty duties. The first meeting will be co-chaired by the appropriate administrator and Agent's tenure committee chairperson.

c. Each tenure review committee shall be composed of six (6) members. There shall be automatic nomination of the division chairperson. This position shall be designated position Number 1. Two (2) faculty members shall be nominated by the President of the Coalition for positions Number 2 and 3. One (1) faculty member shall be nominated by the probationer to position Number 4. The President of the College shall appoint an administrator to position Number 5. The Associated Student Body President shall select one (1) student to position Number 6. After these nominations are made, the chairperson of the Agent's tenure committee shall call an all-faculty meeting at which faculty members may be nominated for positions 1 through 4. A vote shall be taken and the nominee receiving a majority vote for each position shall be selected. If no candidate for a particular position receives a majority vote, a runoff election shall be held within five (5) days between the two (2) candidates receiving the largest number of votes.

11. Evaluation of the Probationer.

a. All evaluative information will be considered confidential by members of the tenure review committee.

b. The evaluation process shall be initiated by the chairperson of the Agent's tenure committee who shall, in conjunction with the appropriate administrator, call an initial meeting of each tenure review committee. The committee shall elect a chairperson at the initial meeting who will coordinate the evaluation process and keep a record of all written documents pertaining to the evaluation.

c. The Tenure Review Committee shall evaluate only the probationer's effectiveness in his/her appointment. In addition to the opinion of committee members, other professional judgments regarding the probationer's effectiveness may be considered. The committee will provide a progress report and the probationer's file to the Agent's tenure committee chairperson, the appropriate administrator and the College President for review and forwarding to the Board of Trustees by:

1) March 30 during the first regular college year (Fall, Winter, Spring)

2) January 15 of the second regular college year (Fall, Winter, Spring), and

3) December 15 of the third regular college year (Fall, Winter, Spring).

d. Observation of the probationer while he/she is performing his/her professional responsibilities shall be a part of the evaluation process. The members of the Tenure Review Committee who shall make the observation, in consultation with the probationer, shall determine the frequency of such observations.

e. A written evaluation noting areas of proficiency and deficiency shall be made for each observation.

f. Within two (2) weeks after each observation, a majority of the tenure review committee will meet with the probationer to discuss his/her performance and the evaluation reports. The minutes of this meeting shall include the names of committee members present.

g. A summary of each item discussed at any conference or interview between the probationer and his/her tenure review committee shall be made in writing. The summary shall be made after the item has been discussed and disagreements shall be noted.

h. The probationer shall receive a copy of any interview summary, evaluation instrument, report of observation or any other document which is part of his/her tenure review process. The tenure review committee's file will contain the probationer's written acknowledgment of receipt of such documents. Any handwritten notations or remarks on those documents shall be initialed by the probationer and by the chairperson of his/her tenure review committee.

i. It is the right of the probationer to write letters of reply or to submit statements on his/her behalf which shall be made an official part of his/her tenure review file.

j. Copies of the final evaluation report and the tenure review committee's recommendations on tenure, further probation or dismissal shall be sent to the probationer's immediate administrator, appropriate vice president, the College President, the Board of Trustees, and the President of the Coalition no later than ten (10) days preceding the regular January College Board of Trustees meeting.

k. If, in the judgment of his/her tenure review committee, a probationer shall receive a renewed probationary appointment for an additional year, then:

   1) The probationer shall be notified in conference of the recommendation, and

   2) After the conference, a notice in writing shall be sent to the probationer, the probationer's immediate administrator, the College President and the Board of Trustees. All evaluations or recommendations for the probationer should report his/her strengths as well as his/her weaknesses.

l. If, in the judgment of his/her tenure review committee, the probationer shall be denied tenure and his/her probationary appointment not be renewed, then:

   1) The probationer shall be notified in conference of the reasons for this recommendation.

   2) The recommendation, which shall cite reasons, shall be sent in writing to the probationer, the probationer's immediate administrator, the College President and the Board of Trustees by the regular January Board of Trustees' meeting.

   3) If the probationer agrees with the recommendation, he/she shall submit a letter stating his/her acceptance of the decision.

12. Final Action on Tenure.

   a. In reaching its decision as to whether to grant tenure, to extend a probationer's faculty appointment or to deny tenure and not renew the probationary faculty appointment, the Board of Trustees shall give reasonable consideration to the recommendations of the tenure review committee. If the Board of Trustees disagrees with the recommendation of the tenure review committee, it shall submit specific, written objections and points of disagreement to the probationer and his/her tenure review committee. The written objections shall be presented to the committee within thirty (30) days of receiving the committee's recommendation and at least one (1) week before taking final action. In addition, at least three (3) days prior to taking final action, the Board shall hold a meeting with the tenure review committee to discuss all points of disagreement.

b. If the probationer is not to be retained, such action will be taken by the Board of Trustees no later than the regular February Board of Trustees' meeting in the first, second or third year of probation, provided that such notice may not be given subsequent to the last day of winter quarter.

c. Upon the granting of tenure or the non-renewal of a contract, all records, correspondence or other written material relating to the evaluation process shall be given to the appropriate vice president, retained for one (1) year, and then destroyed or returned to the faculty member.

d. If the probationer is dismissed prior to the termination of his/her contract, his/her case shall be considered by the Hearing Committee in accordance with the laws of the State of Washington and the Dismissal Policy of Community College District No. 10.

ARTICLE IX

FACULTY EVALUATION

SECTION TITLE

ARTICLE IX

FACULTY EVALUATION

The appropriate vice president shall be responsible for implementing the formative evaluation program by approving divisional evaluation procedures. The formative evaluation procedure shall be developed and implemented in accordance with Article IV, Section A, Division Operations.*

The division procedures on evaluation must include:

1. Individual faculty members will have the responsibility for implementing their annual evaluation process and maintaining the portfolio. (A portfolio may include evaluations, awards, commendations, individual faculty development plan and professional credentials.)

2. The evaluations for teaching faculty shall include peer (faculty), self and student evaluations. Administrators may be an element of the evaluation upon faculty request.

   The evaluations for non-teaching faculty shall include peer, self and other appropriate evaluation.

3. The appropriate dean and the division chair shall receive a list of the items submitted to the portfolio on an annual basis and the dean shall verify the completion of the process at the end of three years by reviewing the portfolio, but not evaluating its contents.

The formative evaluation material shall not be used in any personnel action by the administration. The faculty member may use the information in the portfolio to apply for faculty development funds, awards, other employment or other professional purposes. The faculty member may use the evaluation materials in his/her defense in a personnel action.

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* The appropriate vice president shall initiate formative evaluation procedures in 1987-88 by requesting that all divisions review their current procedures in accordance with suggested general parameters for approval.

ARTICLE X

GRIEVANCE PROCEDURE

SECTION	TITLE
A	Grievance Procedure
B	Adjustment of Grievances
C	General Provisions
D	Jurisdiction of Arbitration
E	Appeal of Arbitration

ARTICLE X

GRIEVANCE PROCEDURE

SECTION A GRIEVANCE PROCEDURE.

A grievance is an alleged misinterpretation of, or misapplication of, or deviation from, any provisions of this Agreement. An individual faculty member or the Agent may file a grievance.

SECTION B ADJUSTMENT OF GRIEVANCES.

Step 1 The complainant and the Agent's representative, if requested by the grievant, or the Agent, may orally present a complaint to the appropriate administrator. If the complaint is not settled or presented by this method, the complainant or the Agent shall present the grievance in writing, dated and signed by the complainant and the Agent's representative (if any) or by the Agent. The grievance shall contain the provision or provisions of the Agreement or other practice or policy allegedly violated, the specific factual basis of the grievance and the remedy sought. The Vice President for Instruction, upon receipt of the written grievance, shall sign and date the grievance and copies for the complainant and the Agent. The Vice President for Instruction shall make a written decision, supported by the reasons thereof, within ten (10) calendar days of receiving the grievance and shall send copies of the decision to the complainant and the Agent.

Step 2 The complainant or the Agent may appeal the decision of the grievance to the President within ten (10) calendar days of the decision rendered in Step One. The appeal shall be in writing, signed and dated by the complainant or the Agent, and shall specify why the decision at Step One is unsatisfactory. Transcripts of the grievance and all oral or written evidentiary matters of Step One procedures shall accompany the appeal of the grievance. The President shall make a written decision within ten (10) calendar days of receiving the grievance appeal and copies shall be sent to the complainant and the Agent. The decision rendered at Step Two shall be considered as the final position of the Employer.

Step 3 Within fifteen (15) calendar days, the Agent only may appeal the decision of the Employer to the American Arbitration Association for arbitration under voluntary rules. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment. Five (5) days' notice shall be given to all parties of the time and place of the hearing. Within twenty (20) days after the hearing completion, the arbitrator shall render his/her decision in writing to the respective parties. The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be equally shared by the parties.

SECTION C GENERAL PROVISIONS.

1. Any complainant or the Agent may present a grievance within ten (10) days after the occurrence of the event giving rise to the alleged violation, or within ten (10) days from the time the complainant or the Agent should have reasonably become aware of the occurrence of the event giving rise to the alleged violation, whichever is later.

2. If two (2) or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.

3. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be advanced to the next higher step. Failure to appeal a grievance at any step shall be considered as acceptance of the decision. Additional time at any step of this procedure may be granted by mutual agreement between the parties.

4. Hearings or conferences held under the terms of this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all parties entitled to attend to be present, including witnesses. All grievances shall be heard during the daily work span, unless the parties mutually agree to a different arrangement.

5. The Agent shall have the right to be present at each step of the grievance and to present its views and introduce evidence.

6. All documents, communications and records of the grievance shall be filed separately from the personnel file of the complainant.

SECTION D JURISDICTION OF ARBITRATION.

1. The arbitrator shall have no authority to render a decision or award which modifies, adds to or subtracts from the provisions or conditions of this Agreement or any practices and policies which relate to the terms and working conditions of the employee.

2. The arbitrator shall have no authority to render a decision or award beyond the termination date of renewal, or extension thereof, of this Agreement.

3. The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other, and the matters presented in the written briefs of the parties.

4. Decisions regarding tenure or dismissal shall not be grievable.

5. Upon the request of either party, the merits of a grievance and the question of arbitrability may be presented to the arbitrator at the same time. The arbitrator shall resolve the question of arbitrability before hearing and resolving the question of the merits of the grievance.

6. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

SECTION E APPEAL OF ARBITRATION.

Petition by either party to a court of competent jurisdiction on any arbitration decision or award shall be based upon the following:

1. The arbitrator exceeded jurisdiction or authority under this Agreement, practice and policies.

2. That the arbitrator's decision or award is based on an error of law.

ARTICLE XI

TERMINATION OF EMPLOYMENT

SECTION	TITLE
A	Dismissal Philosophy
B	Dismissal for Cause
C	Procedures Governing Dismissal for Cause
D	Resignation
E	Retirement

ARTICLE XI

TERMINATION OF EMPLOYMENT

SECTION A DISMISSAL PHILOSOPHY.

1. Both the Board of Trustees and the Agent subscribe to a policy of helping faculty members improve their performance and achieve success in fulfilling their job descriptions.

2. Excluding instances involving reduction-in-force, as referenced in Article XII, both parties agree that before instituting dismissal for cause proceedings, they will undertake every reasonable effort to assist faculty to eliminate deficiencies and to improve performance which otherwise might necessitate dismissal. In cases where a faculty member's performance is deficient, the appropriate administrator will provide early written notification of the specific nature of the deficiencies and will, in conjunction with the division, the Agent and other administrative personnel, provide counseling, guidance and assistance aimed at helping the faculty member eliminate deficiencies and achieve acceptable performance.

3. This Article is not subject to the grievance procedure.

SECTION B DISMISSAL FOR CAUSE.

1. Under normal circumstances, no tenured or probationary faculty members shall be dismissed except for sufficient cause.

2. Sufficient cause for dismissal shall include but not be limited to the following:

   a. Failure to fulfill job description.

   b. Incompetence in performance of job description.

   c. Repeated violation of published College operational procedures.

   d. Illegal conflict of interest.

   e. Aiding, abetting or participating in (RCW 28B.50.862):

      1) any unlawful act of violence,

      2) any unlawful act resulting in destruction of College property, or

      3) any unlawful interference with the orderly conduct of the educational process.

SECTION C PROCEDURES GOVERNING DISMISSAL FOR CAUSE.

1. Informal Procedure for Dismissal - (Not Reduction-In-Force)

   a. When the appropriate administrator receives or initiates a formal written complaint about a faculty member which may warrant dismissal, he/she shall inform that faculty member and the division chairperson. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutually agreed upon, at which time the case will be closed, not closed (but a formal dismissal hearing is not recommended) or dismissal is recommended.

   b. If the case is not resolved at the initial meeting and dismissal proceedings are not initiated, the appropriate administrator shall refer the case to the division chairperson, and the charged faculty member may request a representative of the Agent to be present at all subsequent meetings with the appropriate administrator and/or the division chairperson.

   c. If the case in not closed but a formal dismissal hearing is not recommended:

      1) The areas of deficiency and suggested methods of improvement shall be stated in writing and a copy given to the faculty member at the initial meeting.

      2) Attempts to eliminate the deficiency shall be made by the division chairperson and the faculty member until resolved, but not to exceed a period of six (6) consecutive contract months.

      3) At least two (2) meetings shall be held between the faculty member and division chairperson to assist the faculty member to eliminate the deficiency.

      4) At the end of this period, the appropriate administrator shall call a meeting of the faculty member and the division chairperson for a report of all progress.

      5) Recommendation shall then be made to the College President by the appropriate administrator. The recommendations shall provide for:

         a) dropping the charges of deficiency, or

         b) holding a formal hearing for dismissal.

6) The College President shall recommend dropping the charges of deficiency or that the faculty member be dismissed.

2. Formal Procedures Relating to Dismissal of a Faculty Member

a. Notice -- After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Agent. Such notice shall include:

1) A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);

2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

3) A reference to the particular rules of the College that are involved;

4) A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and the Board of Trustees.

3. Procedural Rights of Affected Faculty Members

An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.

b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

c. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

d. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.

e. The right to counsel of his/her choosing to appear and act on his/her behalf at the hearings.

f. The right to have witnesses sworn and testify under oath.

4. Conduct of Formal Hearing

a. Appointment of Hearing Officer -- Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges). The Agent shall be consulted prior to the appointment of the Hearing Officer.

b. Responsibilities of Hearing Officer -- It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with RCW 28B.19 and this Agreement. The duties of the Hearing Officer include:

1) Administering oaths and affirmations, examining witnesses and receiving evidence; and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law;

2) Issuing subpoenas;

3) Taking or causing depositions to be taken;

4) Regulating the course of the hearing;

5) Holding conferences for the settlement or simplification of the issues by consent of the parties;

6) Disposing of procedural requests or similar matters;

7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;

8) Appointing a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the Hearing Officer;

9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;

10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;

11) Preparing his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the Hearing Officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Agent and the Board of Trustees. The Dismissal Review Committee's recommendation shall become part of the official Hearing Officer's record at the time both recommendations are sent to the Board of Trustees;

12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

    a) All pleadings, motions and rulings;

    b) All evidence received or considered;

    c) A statement of any matters officially noticed;

d) All questions and offers of proof, objections, and rulings thereon;

e) His or her proposed findings, conclusions of law, and recommended decisions;

f) A copy of the recommendations of the Dismissal Review Committee;

13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance.

c. Responsibilities of Dismissal Review Committee - The responsibilities of the committee shall be:

1) To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;

2) To review the case of the proposed dismissal;

3) To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;

4) To hear testimony from all interested parties (including but not limited to, other faculty members and students) and to review any evidence offered by same;

5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, a copy of the written recommendations of the committee will be presented to the Hearing Officer, the affected faculty member, the President, the Board and the Agent.

5. Final Decision by the Board of Trustees

a. The case shall be reviewed by the Board of Trustees as follows:

1) Board review shall be based on the record of the hearing;

2) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

6. Effective Date of Dismissal

a. The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

7. Appeal from Final Decision

a. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

8. Suspension

a. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by his or her continuance. Any such suspension shall be with pay.

9. Publicity

a. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, the Agent or the Board of Trustees until all administrative proceedings have been completed.

10. The Dismissal Review Committee shall be comprised as follows:

   a. One (1) member and one (1) alternate to be chosen by the College President at his discretion.

   b. Four (4) full-time faculty members and four (4) alternates to be elected by the full-time faculty acting as a body. Consistent with 10.e below, this election shall take place on or before the 15th of October each year.

   c. One (1) full-time student and one (1) alternate chosen by the Student Association.

   d. The counsel for the charged faculty member(s) may challenge for cause the membership of the Dismissal Review Committee. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving. In the event of a challenge the applicable alternate will replace the individual(s).

   e. Terms of office for elected faculty members and alternates shall be determined by the Agent.

   f. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse.

11. Time Limits

   a. The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

12. Special Provision

   a. Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal right outlined in Article XI, Section C,7 may be waived in favor of final and binding arbitration with the American Arbitration Association.

ARTICLE XII

REDUCTION-IN-FORCE

SECTION	TITLE
A	Definition of Reduction-in-Force
B	Preliminary Procedures
C	General Procedures Relating to Reduction-in-Force
D	Specific Procedures Regarding Reduction-in-Force

ARTICLE XII

REDUCTION-IN-FORCE

SECTION A REDUCTION-IN-FORCE.

1. Reduction-in-Force shall be defined as any of the following:

   a. Emergency reduction-in-force as defined in RCW 28B.50.873.

   b. Institutional lack of funds.

   c. Program termination or program reduction.

SECTION B PRELIMINARY PROCEDURES.

Prior to initiation of reduction-in-force for reasons A,1,a,b,or c above, the President shall notify in writing the divisions, the Agent and the administrative staff of the potential need to implement a reduction-in-force. The reasons necessitating the concern and nature of the problem or potential problem will be included in such notice. The President will consider all recommendations and alternatives presented by the Agent, the divisions (independently or through the Instructional Council) and the administrative staff which are received within thirty (30) days of the issuance of the notice. Failure of any group to submit recommendations and alternatives shall not act as a bar to the President initiating a reduction-in-force upon expiration of the thirty (30) day period.

SECTION C GENERAL PROCEDURES RELATING TO REDUCTION-IN-FORCE.

1. Notice -- After it is determined that a reduction-in-force should be initiated, the President shall serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Agent. Such notice shall include:

   a. A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);

      This statement shall clearly indicate that the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member and, in addition, shall indicate the proposed effective date of separation from service.

   b. A statement of the legal authority and jurisdiction under which the hearing is to be held;

c. A reference to the particular rules of the College that are involved;

d. The basis for selection of the affected faculty member. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and Board of Trustees.

2. Procedural Rights of Affected Faculty Members

An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.

b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

c. The right to be heard in his/her own defense and to present witnesses, testimony and evidence on all issues involved.

d. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.

e. The right to counsel of his/her choosing to appear and act on his/her behalf at the hearings.

f. The right to have witnesses sworn and testify under oath.

3. Conduct of Formal Hearing

a. Appointment of Hearing Officer -- Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges). The Agent shall be consulted prior to the appointment of the Hearing Officer.

In the case of a reduction-in-force for reasons set forth in Section A,1,a above, at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask to participate in the choosing of the Hearing Officer in the manner provided in 28A.58.455 (4) RCW, said employee therein being a faculty member for the purposes hereof and said Board of Directors therein being the Board of Trustees for purposes hereof; provided that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force such faculty members requesting a hearing must act collectively in making such request, and also provided that costs incurred for the services and expenses of such Hearing Officer shall be shared equally by the College and the faculty member or members requesting the hearing. At least ten (10) days' written notice of the date of the hearing will be given by the President to faculty members who have requested such a hearing.

b. Responsibilities of Hearing Officer -- It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with RCW 28B.19 and this Agreement. The duties of the Hearing Officer include:

1) Administering oaths and affirmations, examining witnesses and receiving evidence, and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law;

2) Issuing subpoenas;

3) Taking or causing depositions to be taken;

4) Regulating the course of the hearing;

5) Holding conferences for the settlement or simplification of the issues by consent of the parties;

6) Disposing of procedural requests or similar matters;

7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;

8) Appointing a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the Hearing Officer;

9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;

10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;

11) Preparing his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable after the conclusion of the formal hearing, the written recommendation of the Hearing Officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Agent and the Board of Trustees. The Dismissal Review Committee's recommendations shall become part of the official Hearing Officer's record at the time both recommendations are sent to the Board of Trustees. Such submission shall be within ten (10) days after conclusion of the formal hearing in instances involving emergency reduction-in-force or institutional lack of funds which become apparent independent of the formal budgetary process of the College. In all other instances, such submission shall be within thirty (30) days of the conclusion of the formal hearing;

12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

    a) All pleadings, motions, and rulings;

    b) All evidence received or considered;

c) A statement of any matters officially noticed;

d) All questions and offers of proof, objections and rulings thereon;

e) his or her proposed findings, conclusions of law and recommended decisions;

f) A copy of the recommendations of the Dismissal Review Committee;

13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance;

15) The Hearing Officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one such hearing for the affected faculty member(s) shall be held, and such consolidated hearing shall be concluded within the time frame set forth herein. Provided, however, in instances other than emergency reduction-in-force (A,1,a) the Hearing Officer will grant a faculty member's request for independent consideration to the extent that the facts as they relate to that particular faculty member are unique;

16) In the case of a reduction-in-force for reasons set forth in Section A,1,a above, the formal hearing shall be concluded by the Hearing Officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member(s). The only issue to be determined will be whether the particular faculty member or members advised of severance are the proper ones to be terminated.

c. Responsibilities of Dismissal Review Committee -- The responsibilities of the committee shall be:

1) To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;

2) To review the case of the proposed dismissal;

3) To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;

4) To hear testimony from all interested parties, (including but not limited to, other faculty members and students) and review any evidence offered by same;

5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, (ten (10) days in instances involving emergency reduction-in-force or lack of institutional funds which become apparent independent of the formal budget-making process of the College) a copy of the written recommendations of the committee will be presented to the Hearing Officer, the affected faculty member, the President, the Board and the Agent.

4. Final Decision by the Board of Trustees

a. The case shall be reviewed by the Board of Trustees as follows:

1) Board review shall be based on the record of the hearing.

2) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected faculty member(s) in writing of its final decision and the effective date of dismissal.

5. Effective Date of Dismissals

   a. The effective date of reduction-in-force shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees. Provided, however, separation for reasons A,1,c above (program reduction or program termination), shall not be before the expiration of the faculty member's individual contract and separation for A,1,a above (emergency reduction) shall become effective on final action by the Board of Trustees).

   b. Failure to request a hearing within ten (10) days of receiving notice of severance shall cause separation from service on the proposed effective date stated in the notice regardless of the duration of any individual employment contract.

6. Appeal from Final Decision

   a. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

7. Publicity

   a. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, the Agent or the Board of Trustees until all administrative proceedings have been completed.

8. The Dismissal Review Committee shall be comprised as follows:

   a. One (1) member and one (1) alternate to be chosen by the College President at his discretion.

   b. Four (4) full-time faculty members and four (4) alternates to be elected by the full-time faculty acting as a body. Consistent with 9,e below, this election shall take place on or before the 15th of October each year.

   c. One (1) full-time student and one (1) alternate chosen by the Student Association President.

d. The counsel for the affected faculty member(s) may challenge for cause the membership of the Dismissal Review Committee. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving. In the event of a challenge the applicable alternate will replace the individual(s).

e. Terms of office for elected faculty members and alternates shall be determined by the Agent.

f. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse.

9. Time Limits

a. The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

10. Special Provision

a. Upon written mutual consent between the affected faculty member and the Board of Trustees, the appeal right outlined in Article XII, Section C,7 may be waived in favor of final and binding arbitration with the American Arbitration Association.

b. On the request of a faculty member laid off, the College President shall write a letter, stating (1) the reasons for said lay-off, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position. The President will furnish this letter to the faculty member for his/her own use.

c. Nothing herein shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

d. This Article is not subject to the grievance procedures except as specifically provided in section D,l,c.

SECTION D SPECIFIC PROCEDURES REGARDING REDUCTION-IN-FORCE.

1. Reduction-in-Force Units and Procedure for Assignment

a. Reduction-in-force units shall be established as follows and each full-time faculty member shall be assigned to the reduction-in-force unit which most accurately reflects the faculty member's tenured or probationary appointment.

b. Reduction-in-Force Units:

1) Reduction-in-force units shall be established as follows, and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the President to the units as prescribed above.

Accounting
Adult Basic Education
Anatomy/Physiology
Anthropology
Automotive
Aviation
Biology
Body Fender
Building Tech.
Business Education
Business Law
Cashier Checker
Ceramics
Chemistry
Civil Engineering Tech.
Counseling/Guidance/Admission
Court Reporting
Data Processing
Drafting
Drama
Economics
Electronics
English
English as a Second Language
Family Studies
Fiber Art
Forestry
Geography
Geology
German
Health and PE
History
Home Economics
Horse Management

Industrial Education
Introduction to Business/Management
Journalism
Law Enforcement
Library
Machine Tech.
Math
Media
Music
Nursing
Occupational Therapy
Painting/Drawing
Philosophy
Physical Therapy
Physics
Political Science
Psychology
Reading
Real Estate
Recreation
Sociology
Spanish
Speech
Transfer Engineering
Transportation
Vocational Music
Water/Waste Water
Welding

Additional reduction-in-force units may be created by the district to reflect program additions. Other modifications may be made at any time by mutual agreement between the Agent and District.

c. On or before October 15 of each year, full-time faculty members may apply, to the Vice President for Instruction, for course pre-qualification regarding any course outside of their reduction-in-force unit for which they may be qualified. The Vice President will forward the qualifications to the appropriate division for their recommendation. The division shall return the recommendation to the Vice President for Instruction by November 1.

In determining whether to grant or deny course pre-qualification, the Vice President and Division shall review:

1) Formal education in the field as demonstrated by 10 credits of upper division courses in the teaching or closely allied field;

2) Relative work experience in the field;

3) Certification requirement (if appropriate);

4) Previous teaching experience.

d. On or before November 10 of each year the College will publish reduction-in-force lists and pre-qualification course lists. Each faculty member shall be ranked in the appropriate reduction-in-force unit in accordance with the seniority criteria defined below. Any disputes regarding reduction-in-force unit assignment, course pre-qualification, or seniority calculation shall be submitted within 10 days of publishing the list to expedited arbitration utilizing the American Arbitration Association.

2. Order of Reduction. Within each affected unit, the President shall observe the following order of reduction:

   a. First - Full-time probationary faculty in order of least seniority.

   b. Second - Full-time tenured faculty in order of least seniority.

   In applying the above, a full-time faculty member shall have the right to displace part-time faculty who are scheduled to teach courses within the unit or courses for which pre-qualification has been accomplished in accordance with Section D.1,c above.

   Assignment to pre-qualified courses does not alter the assignment to the Reduction-in-Force unit as described in Section D,1,a above.

   In the event more than one faculty member is pre-qualified for the same course(s) the most senior shall receive the assignment.

3. Seniority

   a. Definition: Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leaves of absence, sabbaticals, lay-offs and full-time service for faculty members employed to teach at the College by District 408 prior to July 1967. The person with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following order:

      1) First date of the signature of a letter of intent to accept employment or first date of signature of an employer contract, whichever is earlier.

      2) First date of application for employment.

3) Faculty who assume an administrative position shall continue to accumulate seniority for a maximum of four (4) years after the administrative appointment.

4. Recall Rights

a. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below:

1) Recall lists shall be created and maintained by the College for each reduction-in-force unit according to seniority.

2) Recall shall be in reverse order of reduction-in-force by reduction-in-force unit to newly created or a vacant full-time position within the unit, or to a full-time position resulting from consolidation of pre-qualified courses.

3) The right to recall shall extend two (2) calendar years from the effective date of separation.

4) Each RIF'd faculty member shall keep the College Personnel Office informed of any change in address.

5) Before any new hires, faculty members on the recall list will be given the first opportunity to fill vacancies in any course in their RIF unit or courses for which they have been pre-qualified. Such assignment does not affect his or her right to a full-time position in the recall unit or recall to courses for which he/she has been pre-qualified.

6) A RIF'd faculty member shall have thirty (30) calendar days to respond following written notice of an offer of recall to a full-time position. If the individual fails to respond, his or her recall rights shall be waived. The thirty (30) calendar day notice period shall begin upon the date that the College postmark's a registered letter to the faculty member's last known address.

7) A RIF'd faculty member who obtains additional certification, qualifications or retraining while on a recall list(s) shall be entitled to update his or her records with the Personnel Office.

8) Upon recall, a faculty member shall retain all remaining benefits such as sick leave, tenure, retirement and seniority which has accrued to the date of separation.

9) The College shall notify the Agent in writing of all employment offers made to faculty on recall and the final outcome of such offers.

ARTICLE XIII

RESIGNATION - RETIREMENT

SECTION	TITLE
A	Resignation
B	Retirement

ARTICLE XIII

RESIGNATION - RETIREMENT

SECTION A RESIGNATION.

A full-time faculty member resigning his/her position for the subsequent academic year shall so notify the appropriate administrator or College President no later than May 1 of the current academic year or prior to signing a contract for the following year, whichever shall occur first.

SECTION B RETIREMENT.

1. General Standards. The age of mandatory retirement shall be seventy (70) years. An academic employee reaching seventy (70) after September 1 may complete that school year. Employment after the mandatory retirement age may be continued on a year-to-year basis when, in the best judgment of the President of the College, the appropriate Vice President and the division chairperson, the individual's services are essential to the College program.

2. Procedure. The procedure for retirement shall be implemented in the following manner:

   a. The academic employee shall notify the division chairperson and the appropriate Vice President of his/her age status during the fall quarter of the year prior to retirement.

   b. The Vice President for Business Affairs shall assist the employee in determining retirement benefits.

ARTICLE XIV

AGENT RIGHTS AND PRIVILEGES

SECTION	TITLE
A	Release of Assignment
B	Bulletin Boards
C	Mail
D	All-College Faculty Member Meeting
E	Information Service
F	Meetings of Concern
G	Attendance at Conferences and Meetings
H	Rosters
I	Public Information
J	Budget
K	Agency Shop

ARTICLE XIV

AGENT RIGHTS AND PRIVILEGES

SECTION A RELEASE OF ASSIGNMENT.

The Coalition President will be relieved of all advisory and committee assignments in order to assist in implementation of these agreements as they relate to the total faculty and governance of the College.

SECTION B BULLETIN BOARDS.

The Agent will be entitled to exclusive use to post and remove material on existing bulletin boards (not to exceed one-half the space per board) in faculty office areas or lounges.

SECTION C MAIL.

The Employer agrees that the Agent shall have the right to distribute the Agent's information and other related material in the mail boxes of the faculty and other professional employees. The Agent will be entitled to distribute mail (at no postal cost to the College) through the outgoing mail service.

SECTION D ALL-COLLEGE FACULTY MEMBER MEETING.

An All-College faculty member meeting called by the Agent President will take precedence over other faculty related meetings. Agent meetings will be held between 12:00 noon and 1:00 p.m. or after 3:00 p.m. without having priority over other College meetings and teaching responsibilities.

SECTION E INFORMATION SERVICE.

1. The Coalition President shall be provided with a copy of the Board of Trustees' agenda when the Board members receive their materials. A copy of agenda and minutes will be sent to the Coalition President's office.

2. Background information pertaining to pending action of the Board of Trustees at any regular meeting shall be mailed to the Coalition President. The Coalition agrees to furnish background information pertaining to pending actions of the Board of Trustees at any regular meeting. Such information shall be delivered to the office of the College President.

3. The Agent shall maintain a current list of its officers, their titles and mailing addresses in the College President's office.

SECTION F MEETINGS OF CONCERN.

Either the College President (or his/her designee) or the Coalition President (or his/her designee) may request a meeting at a mutually convenient time to discuss matters pertaining to these agreements and other College governance matters.

SECTION G ATTENDANCE AT CONFERENCES AND MEETINGS.

1. Two (2) Coalition officers or representatives may attend legislative committee hearings, State Board meetings or State Board committee meetings provided the class is covered.

2. One (1) officer from the Coalition may attend, on contracted days, Agent-Sponsored regional or Statewide meetings, limited to no more than two (2) per quarter and provided the class is covered.

3. In both instances, neither travel nor expenses will be paid by the College, but no deductions will be made due to time away from the campus.

SECTION H ROSTERS.

The Agent shall be furnished with a quarterly roster (of temporary faculty) within the first two (2) weeks of each quarter. A full-time faculty roster will be furnished by the eighth day of fall quarter. Additions to and deletions from the rosters shall be furnished as they occur throughout the quarter or year.

SECTION I PUBLIC INFORMATION.

All public information shall be made available to the Agent upon its request. The only limiting factors are that such requests:

1. be made sufficiently in advance to allow for data assembly time.

2. do not involve unreasonable costs as mutually agreed upon.

SECTION J BUDGET.

The Agent will be provided with a copy of the original budget, access to a monthly file copy of the budget status printout, xerox copies of sections upon request and all other public information relevant to budgets. In addition, representatives of the Agent may meet with the College President, or his designee, to review budgetary matters.

SECTION K AGENCY SHOP.

The Board of Trustees agrees to submit the matter of an "agency shop" to a vote by all full-time (100%) members of the bargaining unit when and if such "agency shop" becomes legal. Eligibility to vote this issue will include all full-time (100%) members of the bargaining unit. The "agency shop" election will be conducted according to provisions of the law. If the majority of those eligible to vote approve the "agency shop," the Board of Trustees will assure this implementation. The vote will be separate from the one designed to ratify this Agreement and shall be a single issue ballot. Temporary faculty are excluded from voting on this issue and from the mandatory dues provision of the "agency shop."

SECTION L FACILITIES.

The faculty office of the Coalition President shall be used for the organization headquarters. The Coalition office shall have space equal to two (2) individual faculty offices. If available, additional space may be rented from the college.

ARTICLE XV

SCOPE OF AGREEMENT

SECTION	TITLE
A	Preamble and Appendices - Integral Parts of Agreement
B	No Unilateral Reopening of Agreement
C	Additional Revenues/Funds and Consultation With the Agent
D	Negotiated Agreement
E	Entire Negotiated Agreement
F	Unlimited Right and Opportunity to Negotiate
G	Management Rights and Prior Practice

ARTICLE XV

SCOPE OF AGREEMENT

SECTION A PREAMBLE AND APPENDICES - INTEGRAL PARTS OF AGREEMENT.

The Preamble and Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein.

SECTION B NO UNILATERAL REOPENING OF AGREEMENT.

There shall be no unilateral reopening of this Agreement by either party during the life thereof.

SECTION C ADDITIONAL REVENUES/FUNDS AND CONSULTATION WITH THE AGENT.

In the event the Employer receives unforeseen additional revenues or funds during the period of this Agreement, such additional revenues or funds will be distributed or allocated only after prior consultation with the Agent.

SECTION D NEGOTIATED AGREEMENT.

This Agreement constitutes the negotiated agreements between the Employer and the Agent and supersedes any previous agreements or understandings, whether oral or written, between the parties.

SECTION E ENTIRE NEGOTIATED AGREEMENT.

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

SECTION F UNLIMITED RIGHT AND OPPORTUNITY TO NEGOTIATE.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Agent for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to reach agreement with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

SECTION G MANAGEMENT RIGHTS AND PRIOR PRACTICE.

Subject to the terms of this Agreement, the management of the institution and direction of the work force is vested exclusively with the Employer. All matters not specifically and expressly covered by the language of this Agreement may be administered by the Employer in accordance with policies and procedures which it from time to time may determine. In exercising this prerogative, the Employer agrees that it will continue its existing policies and uniform practices with reference to salary, fringe benefits, and working conditions generally prevalent for faculty members which are not specifically covered by this Agreement. Exempted from such application shall be individual circumstances which may be modified to meet the general prevalent practices.

ARTICLE XVI

DURATION

SECTION	TITLE

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ARTICLE XVI

DURATION

This Agreement shall be effective as of its execution and shall continue in full force and effect through May 15, 1990.

Negotiation between the Employer and Agent representative regarding modifications to the Salary Appendices shall commence on or before thirty (30) days prior to the implementation date upon request of either party.

Negotiations for a subsequent Agreement shall commence on or before March 1, 1990, upon the request of either party. Both parties agree to negotiate in good faith with the intent of reaching agreement prior to the expiration of this Agreement. In the event that a mutually satisfactory settlement is not reached by May 15, 1990, this Agreement may be extended by mutual consent of the parties.

Signed this day September 17 1987 at Auburn, Washington.

Board of Trustees of Green River Community College, District No. 10, County of King and State of Washington

By Jack Hawkins
By Jack A. Hawkins
Its Chairperson

By R. Rutkowski
By Richard A. Rutkowski
Its Secretary

Green River United Faculty Coalition

By Larry Turnbull
By Larry Turnbull
Its President

By Judy Burgeson
By Judy Burgeson
Its Chief Negotiator

By Rawhide Papritz
By Rawhide Papritz
Its Chief Negotiator

APPENDIX A
GREEN RIVER COMMUNITY COLLEGE
ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 1987

LEVEL	225	240	255	270	285	300	315	330	345
	Initial Placement								
A	23147	23758	24368	24979	25589	26200	26810	27421	28031
B	24422	25032	25643	26253	26864	27474	28085	28695	29306
C	25696	26307	26917	27528	28138	28749	29359	29970	30580
	Next Contract Period after GRCC Tenure Award								
D	26970	27581	28192	28802	29413	30023	30634	31244	31855

Three Year Vocational Certificate	1062 per contract year
Five Year Vocational Certificate	1593 per contract year
Master's Degree	1593 per contract year
Doctor's Degree	3185 per contract year

There shall be no pyramiding of the above premiums

APPENDIX B
GREEN RIVER COMMUNITY COLLEGE
TEMPORARY SALARY SCHEDULE
EFFECTIVE JULY 1, 1987

LEVEL	LECTURE TYPE CLASSES	LAB TYPE CLASSES
Bachelor's Degree or Temporary Vocational Certificate		
A	25.62	21.78
B	26.35	22.40
C	27.08	23.02
D	27.80	23.63
E	28.53	24.26
F	29.25	24.86
G	29.98	25.48
Step 10 Prior Contract	30.71	26.11
Master's Degree or Above in Teaching Field or Five-Year Vocational Certificate:		
A	27.02	22.97
B	27.74	23.58
C	28.47	24.20
D	29.19	24.81
E	29.92	25.43
F	30.65	26.05
G	31.37	26.66
Step 10 Prior Contract	32.10	27.29
Doctor's Degree:		
A	28.41	24.14
B	29.14	24.77
C	29.86	25.38
D	30.59	26.00
E	31.31	26.61
F	32.04	27.23
G	32.76	27.84
Step 10 Prior Contract	33.49	28.46

Once a temporary full-time faculty member has taught two quarters (including summer), he/she will qualify to be paid a premium of $32.79 per credit hour per quarter to a maximum of fifteen (15) credit hours, the third quarter he/she teaches as a temporary full-time faculty member, provided that two qualifying quarters were included in the previous four (4) quarters. This premium does not apply to full-time contracted faculty. The premiums shall not be paid when the yearly fund reserve of $15,606.00 is depleted. In any quarter when the balance of the fund is not adequate to compensate all qualified temporary faculty, the remaining balance will be proportionately divided among those eligible temporary faculty on a reduced credit hour rate.

APPENDEX C
GREEN RIVER COMMUNITY COLLEGE
EFFECTIVE JULY 1, 1987

Annual Division Chairperson Premium

Division chairpersons shall receive one-third (1/3) release time or one-third (1/3) of the annual premium for each quarter as directed by the divisions. The division shall notify the President as to which option it chooses for the entire academic year at least two (2) months prior to the start of the next academic year.

Group I	0 to 100 credit hours/quarters	$	3705
Group II	101 to 150 credit hours/quarters	$	4235
Group III	150 and above credit hours/quarter	$	4764

Student Programs Premiums	Premium Amount Per Contract Year
Ahtletic-Recreation Coordinator	3405
Men's Basketball Women's Basketball Track Music Company Drama Baseball Men's Soccer	2659
Slowpitch Volleyball Men's Tennis Women's Tennis Golf Cross Country Athletic Publicity Women's Soccer Current Choral	1909
Assistant Coaches (3) Men's Basketball, Track and Cross Country Radio Station	1277

It is agreed that the above extra duty activities are separate from a faculty member's normal duties and therefore exempt from tenure application. It is further agreed that nothing in this schedule shall be construed to require the Employer to maintain such programs or assignments.

APPENDIX D

VOCATIONAL-TECHNICAL SALARY PLACEMENT AND INSERVICE CREDIT ADVANCEMENT

LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII	LANE VIII
Learning Period	Learning Period	Learning Period	Learning Period	Learning Period	Learning Period	Learning Period	Learning Period
+	+	+	+	+	+	+	+
3 years'	3 years'	3 years'	3 years'	3 years'	3 years'	3 years'	3 years'
+	+	+	+	+	+	+	+
	15 Approved Credits	30 Approved Credits	45 Approved Credits	60 Approved Credits	75 Approved Credits	90 Approved Credits	105 Approved Credits

1. LEARNING PERIOD: Apprentice training; formal education and/or on-the-job training as required to obtain full journeyman status or its equivalent as determined by the dean of instruction-vocational education in consultation with the faculty of the trade or technical field.

2. EXPERIENCE: Experience after or beyond learning period; initial evaluation based on approved work experience directly related to instructional field--normally evaluated at one (1) year of approved experience equated to one (1) step on the salary schedule; return to industry experience (approved leave of absence) equated to equal instruction time.

3. CREDITS BEYOND THE LEARNING PERIOD:

   A. For each work experience subsequent to initial salary placement, vocational-technical faculty shall receive inservice credits at the rate of one (1) credit for each forty (40) hours of relevant work experience up to twelve (12) credits (480 hours). After twelve (12) credits, if continuing at the same task, a faculty member shall receive two-thirds (2/3) of a credit for each subsequent forty (40) hours of relevant work experience.
   B. One (1) Credit = Ten (10) clock hours teacher education
   C. One (1) Credit = Ten (10) hours specialized training
   D. One (1) Credit = One (1) college credit
   E. Fifteen (15) Credits = One (1) year (Twelve (12) Consecutive calendar months) work experience directly related to instructional field.

APPENDIX E

IN-SERVICE CREDIT COMPUTATION SCHEDULE FOR FACULTY MEMBER'S CONTINUING EDUCATION EXPERIENCES

Continuing Education Experience	Faculty Member Status		Computation of In-Service Credit	
	New Hire	Presently Employed	In-Service Credit	Hours of Credit
1. Academic Course	X	X	1	1
2. In-Service Courses	X	X	1	1
3. *Trade and Industrial Institutes		X	1	10 Hrs.
4. Vocational Teacher-Education, etc.	X	X	1	10 Clock Hrs.
5. *Conventions, Conferences, Workshops, Retreats		X	1	10 Hrs.
6. **Service on Committees, Boards, or other approved activities				

*Prior approval of the appropriate administrator and written report required.

**Approved by appointing authority (President, appropriate vice president)

APPENDIX F

GREEN RIVER COMMUNITY COLLEGE DISTRICT NO. 10

A Statement of Academic Freedom and Faculty rights

This institution is based on the illimitable freedom of the human mind. Here, we are not afraid to follow truth wherever it may lead, nor to tolerate error so long as reason is left free to combat it.

To achieve this end, academic freedom is viewed as the freedom of speech guaranteed to all citizens by the First Amendment. Free inquiry and free discourse shall not be abridged, whether directly or indirectly, by statute or community pressure.

We reaffirm our support of academic freedom because of a sense of obligation to the community which uses or needs our services and because of our professional responsibility to free inquiry.

Academic freedom implies the unconditional freedom of discussion in the classroom without undue restraint to choose the method of instruction used in the classroom. Instructors must be encouraged and motivated to use this freedom to keep informed of contemporary truths in their field of expertise, to maintain their skills in communication, and to develop alternative methods of instruction which meet the needs of students. Academic freedom must surely be a vital and legitimate concern of the faculty, students, administrators, and the Board of Trustees.

Academic Freedoms and Rights

SECTION A CLASSROOM FREEDOM.

An academic employee shall be free to determine on the basis of his/her special academic competence and the content of his/her teaching and the conduct of his/her classes without undue restraint other than that required by the nature of the curriculum.

Each individual's dignity and beliefs shall at all times be honored in that the right of both the student and instructor to seek the truth, to reason, and to participate freely in discourse shall not be abridged in the course of that inquiry.

SECTION B LIBRARY COLLECTION.

There shall be no censorship of library collections.

SECTION C CONSTITUTIONAL FREEDOM.

The academic employee's rights as a citizen shall not be diminished or alienated as a result of employment or retention.

SECTION D FREEDOM OF ASSOCIATION.

No academic employee shall be required to join or refrain from joining any organization as a condition of employment or retention.

SECTION E FREEDOM OF PETITION AND SILENCE.

Individual faculty members and organizations shall not be denied the right to state or to refuse to state their views before any legislative, administrative, faculty, or public body. As a responsibility of the special position as a member of the academic community, the faculty member who makes a public statement will assert whether or not he/she is an authorized spokesperson for Green River Community College.

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SETTLEMENT TERMS

Education and Training Center Assignments

A. Full-time tenured and probationary faculty who have accepted an assignment to the ETC to complete a full work load may at their request work under the provisions of the contract. All other full-time or temporary faculty member's work assignment at the Education and Training Center (ETC) shall be excluded from all provisions of this contract.

B. During Fall Quarter 1987, a joint task force of administrators and United Faculty representatives shall meet to establish a work plan for the development of ETC policies and procedures that relate to wages, hours and working conditions of faculty assigned to the ETC.

The task force shall continue to meet a minimum of one time each quarter during 1987-88, 1988-89, 1989-90 and in January 1990 shall submit to the Board/Administration - United Faculty Negotiations Teams proposed articles (at least three options for each article) for potential inclusion of ETC faculty within the GRCC Board - UF employment contract. The parties agree that policies and procedures relating to wages, hours and working conditions established by the ETC during the interim period are subjects for this negotiations.

C. An advisory committee of administrators, faculty, business representatives and citizens shall begin meeting Fall Quarter of 1987 to study and review development of the ETC. The faculty representatives will be nominated by the college president and ratified by the U.F.

Scope and Charge for Salary Task Force

1. Develop a brief philosophy statement and a list of objectives for recognition of professional development on the salary schedule.

2. Study and recommend guidelines for an annual bonus program that recognizes unusual professional work outside of the job description.

3. Review salary programs of other colleges.

4. Develop two or more options for 1 and 2 above which are acceptable and list advantages and disadvantages of each.

Committee Membership

5 faculty
3 administration

Time Schedule

September 15-30	Review instruction from United Faculty and Board negotiating committee
November 1-5	Task force makes progress report to negotiating committees
December 1-5	Task force present final recommendations to negotiating committees

Scope and Charge for Temporary Faculty Hiring Procedures Task Force

1. Develop a brief philosophy statement and a list of objectives for hiring procedures for temporary faculty.

2. Study and recommend procedures that take into account various kinds of temporary faculty such as occasional work assignments and regular work assignments.

3. Consider assignment flexibility, evaluation of, and rehiring procedures for, each kind of temporary faculty.

4. Develop three or more options which are acceptable and list advantages and disadvantages of each.

Committee Membership

5 faculty
3 Administrators

Time Schedule

October 15-30	Review instructions from United Faculty and Board negotiating committee
November 25-30	Task force makes progress report to negotiating committees
January 1-15	Task force presents final recommendations to negotiating committee

Negotiation between the Employer and the Agent representatives regarding modifications to the Temporary Faculty Hiring Procedures shall commence on or before February 1, 1988.

Full-Time Faculty Salary Schedule Implementation

1. For present tenured, tenure-track or temporary replacement faculty who have been paid from the Annual Salary Schedule effective September 1, 1986, there will be no loss in schedule placement caused by the conversion to a new salary schedule.
2. Prior to placement on a new salary schedule for the 1987-88 academic year, all such instructors described above will receive increments for the 1987-88 contract period based on the 1986-87 annual salary schedule.
3. All such instructors will be "grandfathered" under the 1986-87 salary schedule or will be placed on the new salary schedule, whichever is the most beneficial to the individual.

Temporary Faculty Salary Schedule Implementation

1. All faculty who have earned step 10 on the September 1, 1986 salary schedule by the end of Spring Quarter, 1987, shall be "grandfathered" at that step and shall receive any across-the-board increase due to all faculty.

AGREEMENT

By and Between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 11

and the

PIERCE COLLEGE FACULTY ASSOCIATION

1986 - 1988

Adopted by the BOARD OF TRUSTEES	Ratified by the FACULTY ASSOCIATION
Date:____________________	Date:____________________
____________________	____________________
Dr. Brent Knight President	Sharon Golightly President
Community College District No. 11	Pierce College Faculty Association

JC 870 524

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AGREEMENT BY AND BETWEEN
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 11
AND PIERCE COLLEGE FACULTY ASSOCIATION
1986-1988

A. SCOPE OF AGREEMENT

A.1 This agreement constitutes the bargained agreements between the College and its Instructors, Counselors, Librarians, Division Chairs, and Department Heads (hereinafter referred to collectively as "Faculty members"). This agreement supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, it supersedes any previous agreements, rules, policies, resolutions, or practices of the College which are contrary to or inconsistent with its terms. The agreement expressed herewith constitutes the entire agreement between the parties. This agreement shall not be amended or supplemented unless the modification is reduced to writing, ratified, signed and dated by both parties.

A.2 The management of the District and the direction of the workforce, assignment and job responsibility are vested with the Employer subject to the terms of this Agreement. All matters not specifically covered by the language of this Agreement are to be administered for its duration by the College in accordance with past practices, policies and procedures.

A.3 The College and its Faculty members recognize the necessity and value of communication in decisions affecting Faculty. The parties to this agreement will make a good faith effort to ensure this flow of communication when carrying out rights and responsibilities of managing the College.

A.4 DEFINITIONS

a. Administration includes all persons holding authority delegated to them by the Board of Trustees for the purpose of decision-making within the limitations of the College's policies, procedures and contractual agreements.

b. Full-time Faculty includes all persons who are tenured or are on a tenure track.

c. Part-time Faculty (Associate Faculty) includes all persons employed as Instructors, Librarians, or occupying other professional positions open to tenure, but who are neither tenured, nor on a tenure track.

d. Faculty Association is the bargaining unit as described in the Bylaws of the Faculty Association.

e. Specially Funded Faculty are non-tenure track, full-time or part-time instructors employed for programs contracted with other state, federal, local and private agencies or business and industry.

A.5 AGREEMENT DURATION

This Agreement shall be effective September 1, 1986, except for provisions of this Agreement which have been assigned other specific effective dates as herein set forth, and shall remain in full force and effect through the 31st day of August, 1988. Either party may commence negotiations for a successor Agreement on or before May 1, 1988, by filing written notice to the other of its desire to amend, modify or terminate this Agreement, to be effective after the expiration of its term. During the life of this Agreement, and upon mutual consent, the parties may re-open negotiations for consideration of amendment to the Salary Schedule and other salary provisions of this contract as may be specified, intended, allowed, or not disallowed by the Washington State Legislature.

A.6 SAVING CLAUSE

If any provisions of this Agreement shall be found contrary to law, the whole of the remainder of this Agreement shall remain in full effect and force for the remainder of the contract period.

A.7 MILITARY PROGRAMS AND OTHER CONTRACTUAL SERVICES

All non-tenure track, full-time or part-time Faculty members employed by the College for contractual programs, whether at Fort Lewis, McChord AFB, the campus, or some other location, shall be known as "Specially Funded Faculty." Such positions shall not be eligible for tenure, nor shall employment imply or commit the institution to continue employment beyond the duration of the specially-funded Faculty member's period of employment as specified in the Agreement between the College and the Faculty member. If the contract funding source provides, full-time specially-funded Faculty may be eligible for sick leave and insurance benefits. All Specially Funded, Full-Time Associate Faculty members employed by the College, whether at the campus or some other location, shall be paid at a rate to be negotiated between each Faculty member and the College in light of contractual program revenues, giving consideration to the Faculty member's longevity.

B. GRIEVANCE AND ARBITRATION

B.1 A grievance is defined as any complaint by any Faculty member concerning the effect or interpretation, or a claim of breach, of this negotiated agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or College policy and practice affecting conditions of employment.

See Appendix A for grievance and arbitration procedure.

B.2 EXCLUSION OF TENURE AND DISMISSAL FROM GRIEVANCE PROCEDURES

The Association agrees that the ultimate authority to grant or deny tenure is vested with the College. The College agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probational Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure shall not be subject to the grievance procedure of this Agreement.

Terminations of employment of academic employees shall be handled in a manner consistent with College procedures (WAC 132K-20-070) and this Agreement. Use of this grievance procedure will not deny access to any statutory, civil, or administrative process in lieu of the negotiated grievance procedure.

C. JOB DESCRIPTION

At the time of hiring, each Faculty member shall have in his or her personnel file, with a copy in the office of the Vice President for Academic Affairs, a statement describing his or her duties and functions, hereinafter called the Job Description. That Job Description shall be reviewed and updated prior to each new contracted year. The Job Description shall include any duties, such as administrative functions, coordinated work, advising, counseling, as well as the disciplines or programs in which new faculty members will be expected to teach. Before a job description is changed, the concerned Faculty member will be consulted by his/her Division Chair and involved in the selection of alternatives. Each Faculty member continuing in employment whose Job Description changes shall receive a copy of his or her Job Description attached to the annual contract. The personnel file and the Office of Instructional Services will retain copies of current Job Descriptions for each Faculty member.

D. FACULTY ASSIGNMENTS

D.1 Every consideration will be given to Faculty preference for assignments, office space and classrooms within the scope of providing quality services for students.

D.2 Teaching assignments (class times, courses taught, etc.) shall be made among fully-qualified Faculty members on the basis of the individual Faculty member's primary academic training. If two (2) or more fully-qualified Faculty members express the same or some other irreconcilable preference for class times, courses taught, etc., the final teaching assignment (including summer school) shall be determined on the basis of seniority, defined as the amount of continuous service within the bargaining unit. The Faculty member having the greatest seniority within the bargaining unit will have his or her preference honored for normal work hours.

D.3 For office assignments the Administration shall make a good faith effort to assign office space on the basis of seniority. The Faculty member affected by office assignment will be given at least four (4) weeks' notice of the office change, unless otherwise mutually agreed upon by all parties concerned, and be given an opportunity to discuss the impact of the proposed change with the Division Chair and/or Vice President for Academic Affairs prior to the implementation. Every effort will be made to coordinate with the concerned Faculty member(s) any office relocations with quarter breaks to prevent disruption of the Faculty member during the instructional term.

D.4 For classroom assignments, classrooms will be assigned initially on the basis of unique course requirements; in the absence of controlling unique course requirements, classrooms will be assigned in accordance with the preferences of Faculty members in order of the Faculty member's seniority. Classroom assignments shall be changed only after consultation with and agreement of the affected Faculty member(s). Nothing in the foregoing shall prohibit reassignment when it is necessary to accommodate handicapped students, provided that such a reassignment does not dislodge other handicapped students.

E. FACULTY CONTRACTS

E.1 The basic "academic contract year" shall consist of the three (3) traditional quarters, Fall, Winter and Spring, in the number of days prescribed in the current year's calendar developed by the Calendar Committee. Should additional days be required to complete the instructional "academic contract year" in any special program, a daily rate shall be paid for those additional days based upon the constructive per diem rate under the annual salary for the number of days in the annual contract. Within the constraints of budget and quality service for students, Faculty members shall be allowed to select which quarters of an academic year will comprise their annual contract. Requests for annual contracts different from Fall, Winter and Spring quarters will be submitted to the Vice President for Academic Affairs by January 15th. If Summer is chosen as a contracted time, salary and teaching load shall be computed as a traditional instructional quarter. Salary and instructional load for the quarter not selected will be computed at the presently agreed "Summer rates."

E.2 All part-time, "moonlight," full-time, and stipend checks will be distributed on the first pay date for that specific employee type after employment begins each quarter, providing employment contracts have been issued, signed and returned on a timely basis to allow for such payment cycle. For part-time and "moonlight" contracts, this pay shall be divided into six (6) equal payments. For full-time and stipend contracts, this pay shall be divided into nineteen (19) or twenty-four (24) equal payments as determined by the concerned Faculty member. "Moonlight" contracts are issued to full-time Faculty members who are teaching beyond their normal and contracted workload.

E.3 For extended contract and/or released time, a standing committee (for the life of this negotiated agreement) shall be formed, consisting of two Instructional Administrators (appointed by the Vice President for Academic Affairs), two Faculty members (selected by the Faculty), and the Division Chair of the Division of the applicant, to consider all requests and proposals for released time or extended contracts. This committee will act as an advisory group to the Vice President for Academic Affairs.

E.4 The Administration will make every effort to provide adequate staff and facility support during all Faculty contracted days.

E.5 Contract Issuance:

a. A new, individual employment contract will be issued within fifteen (15) working days of the ratification of this negotiated agreement by the Board of Trustees and the Faculty Association.

b. The individual employment contract shall specify number of days of service to be provided and the reporting date.

F. HANDBOOK

F.1 The Office of Instructional Services is charged with the responsibility for developing a Faculty Handbook that reflects policies and procedures affecting working conditions of Faculty within 45 days after ratification of the negotiated Agreement. prior to distribution to the Faculty, the Handbook will be submitted to the Executive Board of the Faculty Association for review and approval.

F.2 The new Faculty Handbook will be recognized by the parties to this Agreement as policies and procedures related to working conditions of the Faculty for the balance of this contract term; PROVIDED, HOWEVER, that if any provision of the Handbook conflicts with any term or provision of this Agreement, this negotiated Agreement shall control.

F.3 A copy of the negotiated Agreement will be attached to the contract sent to each full-time Faculty member no later than the first day of instruction of the contract period or within 45 days of ratification of the negotiated Agreement. The new Faculty Handbook will be distributed to all Faculty.

G. POLICIES AND PROCEDURES MANUAL AND GOVERNANCE

G.1 The College will establish an ad-hoc committee within the Collegial System to review the college governance structure and revise and update the Policies and Procedures Manual. Recommendations will be forwarded to the President by January 1, 1987, with publication and distribution targeted for March 1, 1987.

G.2 Copies of the revised Policies and Procedures Manual will be placed with the Faculty Association President and, for general access, in the library.

G.3 If any provision of the Policies and Procedures Manual shall conflict with any term or provision of this Agreement, this collective bargaining Agreement shall control.

H. COLLEGE CALENDAR COMMITTEE

H.1 The College Calendar Committee shall include as voting members: (1) Four (4) voting Faculty members--one (1) from each instructional division, (2) the Student Body President or his/her designee, (3) the Faculty Association President who shall serve as Committee Chair, and three members appointed by the College President representing other appropriate constituent groups.

H.2 The purpose of the College Calendar Committee shall be to prepare an academic calendar for the academic year and following Summer quarter that will effectively serve students and further the mission of the College. The purpose of the Committee shall also include responsibility for determining the number and type of days needed for the academic year, including instructional, advising, registration, inservice, and planning.

H.3 The Committee shall present the calendar to the Vice President for Academic Affairs by January 15th for the next academic year for submission to the President and the Board of Trustees.

I. INSTRUCTIONAL LOAD FOR FULL-TIME ACADEMIC EMPLOYEES

I.1 The usual teaching load for full-time teaching Faculty shall be an annual average of credit and/or contact hours. The ranges below are intended to provide flexibility in quarterly teaching schedules for the academic year but not to justify adding a class to an instructor's teaching load.

I.2 Lecture and Discussion - Individual assignments involving only lecture and discussion shall normally be an annual credit hour load of 43-47 credit hours per academic year.

I.3 Combination - Individual assignments involving a combination of lecture and lab assignments shall normally be an annual average of 48-57 contact hours per academic year, not to exceed 18 contact hours per academic quarter without agreement of the Faculty member and Division Chair.

I.4 Learning Laboratory - Individual assignments involving only laboratory classes shall normally be an annual average of 70-80 contact hours per academic year.

I.5 Clinical Laboratory - Individual assignments involving clinical laboratory shall normally be an annual average of 105-111 contact hours.

I.6 Mixed Loads - Individual assignments involving a combination of type I.2 through I.5 above shall be pro-rated.

I.7 Cooperative Education - Individual assignments involving cooperative education shall normally be determined after consultation with the Faculty member, the Division Chair and the Vice President for Academic Affairs.

I.8 Other Faculty responsibilities such as advising, division meetings and responsibilities, ten (10) office hours per week, course material preparation, evaluation, and committee work are to be regarded as an integral part of Faculty workload.

I.9 Combined Instructional and Non-Instructional Load - A full-time Faculty member may be assigned a load involving both instructional and non-instructional activities. In such cases, the total workload shall be pro-rated between instructional and non-instructional time.

I.10 Class Size

a. Appropriate maximum class sizes shall be determined by the involved Department or Program Faculty in conjunction with the Division Chair and the Vice President for Academic Affairs. Faculty members' class sizes will not be indiscriminately changed or amended, nor will class sizes be changed or amended without taking under advisement the opinion of the involved Department or Program Faculty. The Pierce College Faculty Association will be informed of any changes in established class sizes on a quarterly basis.

b. Class size maximums shall be no more than thirty-five (35) except in the following cases:

1. English Composition - 24
2. Art - studio classes - 20

Class size may vary depending on special conditions such as facilities and space required in a class, accreditations requirements, type of class, or in consideration of past practice.

I.11 Continuance of Small Classes

a. The justification of continuing any credit class which has an actual enrollment (by the first day of the quarter) of fewer than fifteen (15) students or fewer than 50 percent of the established maximum, which ever is less, will be established by the following procedure: The class will be reviewed by the Vice President for Academic Affairs or designee, the Division Chair and the Faculty member who has been assigned the class. No credit class shall be discontinued without such review.

b. Factors involved in the decision to continue classes with enrollments lower than fifteen or 50 percent of the maximum include: Classes needed to fulfill institutional goals and priorities, sequence classes, and classes necessary for graduation or program development.

I.12 Work Week

a. A full-time Faculty member is expected to be on duty five instructional days per week except Summer quarter. Teaching and office hours for full-time teaching Faculty will be assigned within an 8-hour span except as stated in the Four-Day Work Week section or other sections of this Agreement, or as mutually-agreed upon by the Faculty member, his/her Division Chair and the Vice President for Academic Affairs.

b. Four-Day Work Week - With the approval of the Chair and the Vice President for Academic Affairs, a Faculty member may be scheduled for on-campus activities a minimum of four days a week. The major determining factor shall be accessibility to students during office hours.

I.13 Workload Provision for Full-time Non-Teaching Faculty

a. Librarians and Media Specialists will be expected to work a 35 hour week.

b. Counselors will be expected to work 35 hours per week.

I.14 Part-Time Faculty Workloads:

An Associate Faculty member who signs his/her first contract with the College for Fall, 1986, may be employed to teach up to 30 credit hours per academic year; 10 credit hours in Summer quarter. Exceptions to this limit may be granted by the Vice President for Academic Affairs.

I.15 Independent Study (Contract):

Independent Study shall be a contract established between a student and a full-time Instructor. The course of study designated by the contract must meet the following requirements:

a. The contract is to be initiated by the student who will be responsible for establishing subject material, learning objectives, and performance standards in conjunction with the sponsoring Instructor.

b. The student is responsible for finding a sponsor for the contract. The sponsor must be a full-time Faculty member.

c. The Instructor is responsible for guidance and evaluation of how well learning objectives and performance standards have been met.

d. All contracts must be agreed to by the Division Chair of the sponsor's Division and the Vice President for Academic Affairs.

e. If relevant instructional materials currently in use and available may be used to satisfy the requirements of the independent study, then the Instructor's work with the student shall be counted as part of his/her course work load. If new instructional materials must be prepared, then the Instructor's work with the student shall be counted as part of his/her course work load. If new instructional materials must be prepared, then the Instructor will be paid on the basis of a determination of the number of hours necessary to prepare the materials. This determination will be made by mutual agreement between the concerned Instructor and his or her Division Chair, subject to the approval of the Vice President for Academic Affairs. The determined number of hours will be multiplied by the unit of pay for the involved Instructor designated by his or her place on the then current Hourly Instructor's Schedule.

I.16 Credit by Examination:

a. When a credit by examination application is received, the Division Chair, along with a full-time Instructor (selected by the student) who teaches the course, will determine whether or not there is a current exam available. If no exam is available, the Instructor will write one and grade it.

b. If an exam is available, the Instructor chosen by the student will be asked to grade the exam.

c. An Instructor who writes and/or grades an exam will be paid from $3 - $7 per credit hour for grading and $10 per credit hour for writing the examination.

d. After completion of the credit by examination process, all tests will be returned to the appropriate Department. For each exam, the Instructor shall:

1. Interview the student, assessing success potential, and

2. Review the course syllabus with the student, and

3. Evaluate the student's effort by scoring the test, and

4. Interpret the results to the student.

J. EXPERIENTIAL LEARNING

J.1 Only full-time Instructors will evaluate.

J.2 Evaluations will be completed by a Faculty member who teaches the course requested. When there is more than one full-time Faculty member teaching the course, they will be asked in rotation.

K. SUBSTITUTES

Regularly employed Faculty members, full-time and Associate, will not be required to serve as substitutes. However, if they agree with the Division Chair and the Vice President for Academic Affairs to do so, they shall be paid at a rate not less than the pay for Associate Instructors.

L. STAFF SUPPORT

The Administration will make every effort to provide adequate staff and facilities support during all Faculty contracted days and during times classes are held, including evenings and weekends. Support shall include such things as an Instructional Coordinator or other person with administrative authority, Learning Resource Center staff, Information Desk staff, and, except on weekends, Instructional secretarial staff.

M. EMPLOYEE TUITION WAIVER

Pursuant to New Section 2 of Chapter 223, Laws of 1969 executive session, and to Chapter 28B.15 RCW, Faculty may register for and be enrolled in courses at Pierce College on a space available basis. Full-time Faculty will be charged a registration fee of five dollars per quarter. In addition, all Faculty will pay the records fee and all lab fees. This waiver does not apply to self-supporting or Continuing Education classes.

N. PARKING

Reserved parking for Faculty shall be provided free of charge in the same designated areas occupied during the previous year.

O. CHECK CASHING SERVICE

A no-charge check cashing service at the Bookstore will be provided for all Faculty. A maximum of $25.00 per check and a fee of $10.00 per check returned for non-sufficient funds will be enforced.

P. PROFESSIONAL DEVELOPMENT

The College will set aside funds for Faculty professional development. This money will be included in the Division budgets.

Q. BOOKSTORE DISCOUNT

Faculty will receive a ten percent (10%) discount on all items.

R. REDUCTION IN FORCE

A joint administrative/Faculty committee will be appointed by the College President and Faculty Association President to develop a RIF (Reduction in Force) policy for Pierce College. The policy will be submitted to the President for Board action at the January, 1987, Board of Trustees meeting.

S. INSERVICE EDUCATION

The College supports inservice education. A committee consisting of one (1) Faculty member elected by each Division, and the Vice President for Academic Affairs or his/her designee shall be formed. The committee shall determine inservice education projects for Faculty.

a. Faculty members may submit proposals for activities to the committee. These proposals will include the rationale, number of meetings, number of participants, nature of the class or seminar, cost, suggested starting and ending dates and suggested speakers. The Inservice Committee may also initiate activities.

b. The Inservice Committee shall evaluate, prioritize, and coordinate activities.

c. The initiators of proposals approved will receive notification and be responsible for organization and delivery of the activity.

d. The criteria for selecting activities shall include the potential of the course or seminar to:

(1) Improve teaching or learning.

(2) Enhance interpersonal relationships with students or staff.

(3) Teach new instructional methodology.

T. AGREEMENT OVERSIGHT COMMITTEE

T.1 The Faculty Association and the Administration agree to establish and maintain a joint Agreement Oversight Committee, consisting of two Association representatives appointed by the Association President and two Administrative representatives appointed by the President. The purpose of the committee will be to review matters covered by this negotiated Agreement and to recommend the resolution of problems relate thereto.

T.2 Meetings of this committee will be scheduled on call of either party.

U. PERSONNEL RECORDS - CONFIDENTIALITY

The District Personnel Office establishes and maintains the official personnel files for full-time Faculty members. The information in these files will be treated as highly confidential. Except for materials which may have been obtained upon initial employment through assurance of confidentiality to a third party, individual Faculty members have access to their own personnel files. In addition, the adimnistrator(s) responsible for the Faculty member's performance and the College President have access. Information from the files shall not be released to others without prior written consent of the affected Faculty member.

V. RELEASED TIME FOR FACULTY PRESIDENT

V.1 To make it possible for the Faculty President to carry out his/her duties as a participant in the College governance structure, he/she shall be excused from assigned duties other than instruction and shall be given a 1/3 teaching assignment in his/her discipline. His/Her schedule will be arranged to allow the greatest freedom and flexibility consistent with achievement of institutional objectives.

V.2 He/She shall be free to attend all appropriate College and system-related meetings and professional and Association conferences at the state level without restriction or loss of remuneration.

V.3 The Administration will make every effort to provide secretarial support for collegial system related business.

W. CONVENTIONS/MEETINGS

Faculty Association members shall have the right to attend Association functions, whether on campus or at the state or national level, subject to a determination by the Division Chair and the Vice President for Academic Affairs that the educational goals of the College can be met during such absences. When it is necessary for Faculty to be away from their teaching station, they shall not be required to forfeit any part of their salary, provided their classes are covered.

X. PROFESSIONAL WORKSHOPS, CONFERENCES, MEETINGS, CONTINUING EDUCATION

The Faculty encourages the participation of its members in continuing educational experiences, including professional and education workshops, conferences, meetings, institutes, etc. The Faculty will be reimbursed according to state travel and subsistence regulations when involved or participating in appropriate functions, subject to prior agreement with the concerned Division Chair and the Vice President for Academic Affairs. Such functions may be used for salary advancement on the basis of "approved credits" if accepted by the Professional Development Council.

Y. FACULTY PLANNING DAYS

Staff, Division, or other special meetings are not to be held on Faculty planning days in order to allow full utilization for the intended purpose.

Z. LEAVES/LEAVE OF ABSENCE - FACULTY

Z.1 Leaves of absence may not normally exceed one calendar year, except for cases involving military service or specific government service, or research projects which exceed one year. Leaves of absence may directly follow professional leave, but the combined total time may not exceed eight (8) consecutive quarters. All leaves of absence are subject to the approval of the Board of Trustees.

Z.2 LEAVES OF ABSENCE WITHOUT PAY (Absence Due to Illness or Injury)

a. If the request is granted, the leave of absence without pay shall be for a period of time stipulated by the Board, but shall not exceed twenty-four months.

b. During the leave of absence without pay, the member must submit a written request to the President, at least fifteen (15) working days prior to the beginning of a quarter in order to be reinstated to a similar position at the beginning of the following quarter with no loss of seniority.

c. While on leave without pay extended after expiration of sick leave, the Faculty member will have the option to pay the full cost of medical and other benefits to keep them in force until returning to teaching.

d. Any request for leaves or extensions thereof provided above shall be in writing and shall state the following information:

(1) Reason for such request;

(2) Date leave is to begin;

(3) Date of return to work.

e. All approved leaves of absence provided above shall be verified in writing with a copy of such leave going to the College, one to the employee involved and one to the Faculty Association.

f. Any employee who fails to return to work at the end of a leave of absence or extension thereof, without the approval of the College President, shall be considered a voluntary resignation.

Z.3 EMERGENCY LEAVE

a. Emergency leave is non-accumulative, not deducted from the Faculty member's sick leave entitlement, nor, if granted, does the Faculty member suffer a salary deduction. Situations in which emergency leave may be granted are as follows:

   (1) The problem must have been suddenly precipitated, must be of such nature that pre-planning could not relieve the necessity for the Faculty member's absence.

   (2) The problem cannot be one of minor importance or of mere inconvience but must be serious.

b. Written application for consideration for emergency leave will be by form, and addressed to the President's office within thirty (30) days after the date of absence. The decision regarding this request shall be transmitted to the Faculty member within fifteen (15) days of receipt of the request.

c. Duration of emergency leave shall be determined by the Administration and the Faculty member involved.

Z.4 PERSONAL LEAVE - FACULTY

a. Full-time Faculty will earn up to four (4) days personal leave in any one academic year. Whenever possible and predictable, Faculty shall give the Vice President for Academic Affairs or the appropriate Division Chair at least two (2) days advance notice of intention to take leave under this title.

b. However, unused personal leave from the previous year may be combined with the four (4) days of personal leave of the current year for a total of eight (8) days, which may be used for educational purposes as approved by the provisions in the Professional Development Council policy.

Z.5 SICK LEAVE AND PERSONAL LEAVE SUMMARIES

The Faculty will receive a monthly pay check report of leave days and sick days.

Z.6 SICK LEAVE - PART-TIME FACULTY

All part-time Faculty members, carrying one-half or more of a full-time load, will be granted sick leave proportionate to that of full-time Instructors; however, a break in contract employment of two or more quarters will mean loss of any accrued sick leave.

Z.7 BEREAVEMENT LEAVE

a. In the event of death within the immediate family of the Faculty member, bereavement leave with pay shall be granted. "Immediate family" is defined to include the spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent or grandchild of the Faculty member or the spouse of the Faculty member. Persons in a step relationship to any of the foregoing, such as, for example, a step-son or step-father, shall be included in the definition of "immediate family."

b. A maximum of ten days leave per incident will be allowed for bereavement in case of death of persons in the immediate family.

c. When death occurs under circumstances not covered by this policy or when additional time is necessary because of the responsibilities of the individual Faculty member, a special request for additional compensated leave may be directed to the Vice President for Academic Affairs. On a case-by-case basis, any authorized use of additional days of bereavement leave may be conditioned upon the Faculty member's election to claim the leave against the Faculty member's sick leave balance. In such cases, the Vice President for Academic Affairs may authorize the use of sick leave for such purposes.

Z.8 PARENTAL LEAVE

a. Unpaid Parental Leave - Maternity leave granted in compliance with WAC 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and may be extended beyond sixty (60) days with approval of the Office of the President.

b. Sick Leave for Parenting Purposes - Pregnancy shall be considered as any other temporary disability. Sick leave may be used by any male or female faculty for attending to the needs of the Faculty member's newborn or newly adopted child or for attending to the needs of the natural mother of the newborn child during her pregnancy or within the first six months after the birth or adoption of the child.

Z.9 PROFESSIONAL LEAVE (FELLOWSHIP) REMUNERATION

a. Professional leaves shall be granted for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the College's instructional and research programs. Remuneration of Faculty members engaged in authorized professional leave activities shall be in accordance with RCE 28B.10.650.

b. In recognition of the extra expenses necessarily incurred for travel and research, any fellowships, research grants, assistanships or other financial aid or remuneration awarded to the Faculty member other than his or her normal salary at the College shall not be considered in calculating the Faculty member's stipend for professional leave. Each professional leave application shall be evaluated on its own merit.

c. All employment benefits, excluding the cost of replacement and including but not limited to seniority, salary increments and District/State contributions to medical plans, shall remain in full force and effect during any period of professional leave.

A.A. INSURANCE

The State Uniform Insurance plan, which consists of basic life insurance and salary insurance for the Faculty member and medical and dental insurance for the Faculty member and his/her spouse and dependents, is furnished to each elibible Faculty member beginning with the first day of employment. The state currently pays (dollar amount is determined by the legislators at the beginning of each fiscal year) per month for each Faculty member for this coverage.

B.B. OMBUDSMAN

To resolve complaints/grievances generated by any member of the College community, a College Ombudsman's Office has been established with the purpose of assisting individual members of the Student Body, the Faculty, Administration, the Classified Staff, or any other College member in the protection of their rights and interests from arbitrary or capricious action or lack of appropriate action by College agencies, Faculty, staff, administrators, students either individually or in groups. See Appendix B for specific responsibilities and compensation.

C.C. SENIORITY

C.C.1 Seniority is the period of continuous service within the bargaining unit as full-time Faculty. Seniority for individuals within the bargaining unit shall be determined by the date of a letter of intent or, if there be none, the date of the contract which signifies its original employement of a full-time Faculty member by Community College District No. 11. A Faculty member shall lose all previously accrued seniority for the purposes of this Agreement for the following reasons:

a. Unconditional retirement;

b. Voluntary termination;

c. Termination for cause; and

d. Failure to return to work after a "riffed" employee has been given an offer of recall for full-time employment within the bargaining unit.

C.C.2 Periods of employment as a College administrator in District No. 11, or in any other employment status at the College outside the bargaining unit, shall be counted in computing the period of continuous service for placement on the Faculty Salary Schedule. If the Faculty member were employed in a full-time position within the bargaining unit for a period not less than three years prior to his or her appointment to an administrative position or other employment status at the College outside the bargaining unit, then all prior periods of continuous service in the bargaining unit and all periods of employment at the College outside the bargaining unit shall be counted in computing the period of continuous service for all purposes in this Agreement. If the period of any prior employment within the bargaining unit were less than three years prior to the period of employment as a College administrator or in other employment status at the College outside the bargaining unit, then the credit for periods of continuous service in the bargaining unit prior to appointment to the administrative position or other position outside the bargaining unit shall be retained and added to the current period of continuous service in the bargaining unit for all purposes in this Agreement, but the actual period of employment as a College Administrator or in any other employment status at the College outside the bargaining unit shall not be counted in computing the period of continuous service for any purpose in this Agreement except for placement on the Faculty Salary Schedule.

D.D. RETIREMENT

D.D.1 The goals of the Retirement Incentive Program are to maximize the resources of the more senior members of the Faculty, enhance the health of retirees, provide flexibility for the professional careers of experienced Faculty, provide incentives which make retirement before age seventy (70) more attractive, and to provide a mechanism for encouraging and assuring a smooth transition from more experienced to less experienced Faculty.

a. In order to make retirement before age seventy (70) more attractive, the College hereby agrees that eligible Faculty may apply for any one of the following retirement incentive programs: (1) Phased Retirement, (2) Retirement Transition, (3) Early Retirement or (4) such other plan that is mutually acceptable. Eligible Faculty may elect one of these options subject to a determination by the College that the desired option is economically feasible and of sufficient benefit to the College. Any such approved retirement incentive option must be reduced to writing and signed and dated by the Faculty member and the College President. Each such agreement shall expressly provide that the Faculty member has exercised his or her option for a retirement incentive program intentionally, voluntarily and based upon a knowing and intelligent waiver of his or her rights as a tenured Faculty member in exchange for the right to participate in the retirement incentive program. Each such agreement shall futher expressly acknowledge that it is undertaken by the Board of Trustees for good and valuable consideration and that any breach thereof may be prosecuted in the Pierce County Superior Court with the prevailing party recovering all attorney fees and costs.

b. Unless otherwise agreed, initiation of an application for one of the four (4) retirement incentive programs shall be effected by submission of a letter to the District President on or before January 15 of the school year immediately preceding the school year in which the desired incentive retirement option is to be exercised. The written application will state clearly which of the three (3) retirement incentive programs is desired and such other information as may be required by this Agreement. It shall be signed and dated by the Faculty member. The College shall respond in writing within thirty (30) working days and state whether the Faculty member's choice of one (1) of the retirement incentive options at the end of the current school year will be economically feasible and of sufficient benefit to the College.

D.D.2 Phased Retirement provides for reduced levels of employment following official retirement (unless prohibited by the Faculty member's retirement plan). It is available to Faculty who have been continuously employed by Community College District No. 11 as a full-time Faculty member for at least ten (10) years, including sabbaticals. The level of employment shall be designated by the Faculty member at any level up to six-ninths (6/9) of a full course load (assuming a full course load to be nine-ninths (9/9). The application will further state the Faculty member's preference for course load per quarter, not to exceed three-ninths (3/9) per quarter. On or before January 15 each year, the Faculty member shall designate the course load for the next ensuing school year, which course load shall be the same as or lower than the fractional course load for the current school year.

a. Salary for a Faculty member enrolled in the Phased Retirement Program shall be determined by multiplying the fraction of the course load selected (e.g. 6/9) times the salary the Faculty member would have received if he or she had continued as a full-time Faculty member (e.g. $22,000). ($22,000 X 6/9 = $14,667)

b. Unless otherwise agreed to, a Faculty member enrolled in the Phased Retirement Program shall retain all rights and privileges of a full-time tenured Faculty member, including the retention of seniority, assignment of office space, committee participation, class selection, standing of the RIF list, and so forth. Faculty members enrolled in the Phased Retirement Program shall also move horizontally and/or vertically one (1) step each year on the Faculty Salary Schedule based on the same criteria used for full-time Faculty members.

(1) Fringe benefits normally paid by the College/State such as medical, dental and retirement contributions, shall also be prorated at a rate equal to the fractional course load which the Faculty member in the Phased Retirement Program is carrying. The Faculty member shall remain eligible for participation in group fringe benefit programs but shall be individually responsible for paying the difference between the stated premium and the prorated portion thereof which the College is obligated to pay.

(2) Unless otherwise mutually agreed to, a Faculty member participating in the Phased Retirement Program may elect on or before January 15 of any school year to convert to a standard retirement status effective with the beginning of the next succeeding school year. Such election for a conversion to standard retirement status may be made unilaterally by the Faculty member and shall not require concurrence of the College.

D.D.3 The Retirement Transition option is available to any Faculty members who have been continuously employed by Community College District No. 11 as a full-time Faculty member for at least ten (10) years, including sabbaticals, and who are age sixty-two (62) or older or who will attain the age of sixty-two (62) during the next ensuing school year. A Faculty member electing the Retirement Transition option shall receive a salary additure to the last paycheck issued under the current year's employment contract and at the conclusion of the current year's employment contract the Faculty member shall become retired under the standard College Retirement Program. The amount of the salary additure to the Faculty member's last scheduled pay check shall be equal to fifty percent (50%) of the Faculty member's last academic year contract salary.

D.D.4 The Early Retirement option is available to Faculty members who have been continuously employed by Community College District No. 11 as a full-time Faculty member for at least ten (10) years, including sabbaticals, and who will retire as early as age fifty (50) and as late as age sixty-five (65). Employees who elect the Early Retirement option shall receive, in the first year after retirement, an amount equal to one-third (1/3) of their full-time salary during the last full year of employment prior to retirement. In the second year following retirement, the retiree shall receive an amount equal to one-fourth (1/4) of the full-time salary received during the last full year prior to retirement; in the third and final year to which this option applies, the retiree shall receive an amount equal to one-fifth (1/5) of the full-time salary received by the Faculty member in the last full year of employment.

E.E. SELECTION, RECALL, AND RESPONSIBILITIES OF DIVISION CHAIRS

E.E.1 Only full-time, tenured members of a Division will be eligible for the position of Division Chair. When a vacancy occurs, two-thirds of the full-time members of the Division shall meet and forward to the Vice President for Academic Affairs the names of two or more qualified candidates. The Division Chair shall be selected by the Administration from the Division's list of nominations. Upon failure of the Administration within ten (10) working days to select from this list, the Administration will request from the Division a submission of additional name(s) and may, in turn, offer suitable candidate(s) to the Division for the Division's concurrence. If the second nomination list is unacceptable to the Administration, the Administration will so notify the Division within two (2) working days after receipt of the list.

a. In May, at a meeting called by the Division Chair, each Division will review its Chair's performance. A recommendation for non-continuance, supported by a majority of the full-time Faculty members, creates a vacancy in that Chair.

b. If the majority of the full-time Faculty of a Division sign a petition of recall, the Chair will be allowed to submit his/her resignation within thirty (30) days, or the petition will be forwarded to the Vice President for Academic Affairs.

c. Division Chairs are accountable to the Vice President for Academic Affairs and their Division for overall supervision, administration, and operation of their Division's instructional programs. Division Chairs' responsibilities are outlined in Appendix C.

E.E.2 To ensure continued involvment in the classroom and personal experience as a Faculty member, the Division Chairs will teach a minimum of three courses per year.

E.E.3 Division chairs will be contracted to work 215 days per calendar year.

F.F. FACULTY EVALUATION

F.F.1 To facilitate the continuing evaluation of tenured Faculty members after the awarding of tenure, the teaching competence and professional improvement of each Faculty member will be reviewed on a periodic basis. Said review will be coordinated by the Vice President for Academic Affairs, or designee, and Division Chair. Reviews will be conducted every three years on a rotating basis with one-third of a Division tenured Faculty members being evaluated yearly. More frequent evaluation may be deemed necessary by the Administration, Division Chairs, and/or Faculty members.

F.F.2 Every Faculty member shall be responsible for participation in instructional evaluation of classroom effectiveness. The Vice President for Academic Affairs, in cooperation with Division Chairs and Faculty, will be responsible for deciding the content of this program; i.e., the type of evaluation method and/or forms to be used. Such classroom evaluations must be completed by a representative sample of at least one-third of the individual's teaching load yearly. Analysis of the forms will be done by the Instructional Services Office and circulated to Division Chairs and Faculty.

F.F.3 Every Faculty member shall be prepared to present evidence of teaching competence and professional improvement to the Division Chair at the time of evaluation.

F.F.4 A Faculty Evaluation Assistance Committee will be established by, and report to, the Faculty. It will be charged with assisting those Faculty who request its service in three areas: (1) professional development and improvement, (2) the addition of peer evaluation as imput to retention decisions, and (3) assist each faculty member to develop a personal education plan, which is to be approved by the Professional Development Council and be a variable in the three-year evaluation. In addition, the Committee will function as a body to hear appeals of the findings in Faculty evaluations when requested by the Faculty member being evaluated. The Committee shall have the authority to recommend review and advise the Vice President for Academic Affairs as a result of the appeals process. Members of the Committee will be elected from and by the Faculty.

F.F.5 To facilitate continuing evaluation of part-time Faculty, the teaching competence of each part-time Faculty member will be reviewed periodically. Said review will be coordinated by the Vice President for Academic Affairs, or designee, and Division Chairs. Reviews will be conducted for all part-time faculty at least once a year.

G.G. PROFESSIONAL DEVELOPMENT COUNCIL

G.G.1 FUNCTIONS

a. Recommends credit approval for Faculty salary schedule advancements, educational leaves and educational leave priorities, and expenditure of faculty resource development funds for professional growth and staff development activities.

b. Implements procedures for processing petitions for Faculty salary schedule advancements, educational leaves, and expenditure of resource development funds.

c. Review of original placement may be made by the Professional Development Council upon written request by a claimant. The request should include all relevant information. The Professional Development Council will submit its findings or recommendations for redress to the Vice President for Academic Affairs.

G.G.2 MEMBERSHIP

The Council will be composed of five Faculty representatives, one from each Division and one appointed by the Faculty President. At least one representative must be an occupational program Faculty member. The PDC will function as an advisory group to the Vice President for Academic Affairs. The Division representatives shall be elected through the regular Faculty elective process for two-year terms; said terms shall be staggered so that no more than three members' terms are completed each year. Terms of office for the Professional Development Council will begin with the first meeting Fall quarter in year one and end with the second meeting in Fall quarter of year two.

G.G.3 DECISION PROCESS

The Council will strive for a unanimous recommendation, but if this does not occur, a vote shall be taken and each voting member shall be permitted to cast one (1) vote. A voting member absent from any meeting at which a vote is taken may nevertheless cast his or her vote by submitting it in writing (signed and dated) to the Council Chair prior to the tally of the votes of members in attendance. Decisions of the Council shall be advisory only and shall be forwarded as recommendations to the Vice President for Academic Affairs. Voting members casting dissenting or minority votes may append a minority report to the record of Council action which is forwarded to the Vice President for Academic Affairs. The Faculty Association and/or any individual Faculty member may appeal any decision of the Professional Development Council or the Vice President for Academic Affairs to the College President. The College President shall render a decision within fifteen calendar days. The Faculty Association or any Faculty member who is dissatisfied with the College President's decision may grieve the President's decision in accordance with Article B hereinabove.

G.G.4 MEETINGS

The Chair shall schedule one meeting of the Professional Development Council each month of the Academic year. The chair will be elected by the Council during the second meeting of Fall quarter each year.

G.G.5 Professional Development Council procedures are contained in Appendix D.

G.G.6 SALARY ADVANCEMENT

a. Satisfactory documentation must include an official transcript, grade report, certificate of completion, or the petitioner's signed affidavit.

b. Professional Advancement Credits (PACs) are approved by the Council with input from the Vice President for Academic Affairs according to the following:

(1) All college credits and degrees must be earned by a fully accredited institution as listed in "Accredited Institutions of Higher Education" published annually for the Council of Postsecondary Accreditation.

(a) For each quarter hour of college credit, one (1) PAC will be approved.

(b) For each semester hour of college credit, one and one-half (1.5) PACs will be approved.

(2) For each eighteen (18) hours of participation in a teacher education workshop, conference, or clinic, one (1) PAC will be approved. Participation hours may be accrued in the following ways:

(a) One (1) hour for each clock hour of attendance, or

(b) Two (2) hours for each clock hour of participation as a presenter or as part of a panel. Unused hours shall be carried forward.

(3) For each approved five (5) consecutive days of planned travel related to the individual's contractual responsibilities, one (1) PAC will be approved.

(4) For each forty (40) hours of approved related work outside of the teaching contract, one (1) PAC will be approved.

(5) For each forty (40) hours of satisfactory research completed, one (1) PAC will be approved. This must be independent research and developmental activity in excess of the normal obligations and outside regular working hours of the Instructor. The research project must have prior approval of the Council and be relevant to the contractual area. A diary of actual hours spent on the research project must be maintained and submitted to the Council along with a written report and request for final approval.

(6) Council actions will be reported by memorandum from the Council Chair to the Vice President for Academic Affairs within thirty (30) days of the first day of instruction of Fall quarter. The Vice President for Academic Affairs will review the recommendations and forward his/her decisions to the Personnel Office and to the Professional Development Council within five (5) working days of receipt of recommendations.

(7) The Council Chair shall be responsible for insuring that reference copies of all relevant official memoranda and supporting documents are maintained in the Personnel Office.

(8) Advancement across more than one column (horizontal move) or row (vertical move) on the Faculty Salary Schedule is permitted within a single contract year if all other criteria are met.

G.G.7 FACULTY RESOURCE DEVELOPMENT

a. The College will place designated funds into the Faculty Resource Development Fund (FRDF) annually. These funds will be used to support curriculum development, instructional research, professional improvement, and staff development activities. This account will close at the end of each fiscal biennium unless the State allows for fund carry-over with State agencies. Salary money for contractual full-time Faculty will not be used to fund the FRDF.

b. Eligibility for Faculty Resource Development Funds: All faculty are eligible to apply for funds. Applications must be submitted to the Professional Development Council following that Council's published timelines.

c. Evaluation of Applications: Applications for Faculty Resource Development Funds will be considered by the Professional Development Council according to the value of the project or plan in relationship to the individual's contractual responsibilities.

d. Application Content: Application to the Professional Development Council shall include:

   (1) General information, including name, institutional/instructional assignment, dates of requested activity, dates of previous FRDF awards and dates of previous FRDF applications.

   (2) A detailed statement of plans for utilizing funds requested. This statement should include such information as general description of the activity proposed, specific milestones or interim achievement points, a detailed budget, and the time sequence for completion of any project or plan. The proposal must include a proposed plan of evaluation, establishing the criteria for ascertaining how successfully the project was executed.

   (3) Justification for travel included in the proposed project or plan of study.

   (4) Background information concerning the Faculty member's previous scholarly work, especially in the area of the proposed study.

   (5) A statement regarding the value of the proposal in terms of benefit to the institution.

e. Application Approval: Professional Development Council approval of any proposal may be subject to futher authorization:

  (1) The Vice President for Academic Affairs must approve all awards under five hundred dollars ($500) and in-state travel.

  (2) The Vice President for Academic Affairs and the College President must approve all awards of five hundred dollars ($500) or more and travel outside the state.

f. Restrictions: Awards will not be granted for the purpose of working for an advanced degree or for production of personal objects or products; however, the possible acquisition of credit applicable toward an advanced degree as a result of formal study supported by FRDF shall not prejudice the award of such funds to an otherwise qualified recipient.

g. Advanced Course Work: Each full-time Faculty member may apply to the Professional Development Council for funds to cover expenditures for advanced course work (limit: one course per academic year) so long as the total applications do not exceed the availability of FRDF allocated by the Professional Development Council for this type of developmental activity.

h. Workshops, Seminars, Conferences and Other Short-Term Projects: The Professional Development Council may determine the total amount of dollars allocated for workshops, seminars and conferences and other short-term projects each year. These dollars may also support on-campus in-service activities. Attendance at conferences off campus will be supported only if the following criteria have been met:

  (1) Division allocation for travel for conferences is expended or inadequate, and

  (2) Vocational travel allocations are inadequate, and

  (3) Professional content is sufficient to warrant expenditures.

i. Curriculum Development or Instructional Research Projects: The Professional Development Council may determine the total dollars allocated for curriculum development or instructional research projects each year.

j. Faculty Development Projects: The Professional Development Council may determine the total dollars allocated for general Faculty development projects.

k. Faculty availing themselves of FRDF funds shall present a summary to the Professional Development Council within (60) calendar days of completion of the project or study.

H.H. 1986 SALARY SCHEDULE

H.H.1 The College agrees to effect a 3% cost of living adjustment for Faculty effective September 1, 1986, for the 1986-1987 academic year.

H.H.2 In order to implement the salary adjustment agreed upon in paragraph 1 hereinabove, the College agrees to pay each Faculty employee for the 1986-1987 academic year an increase of three percent (3%) of the salary the same employee was earning for the 1985-1986 academic year. The parties acknowledge that upon implementing the 3% cost of living adjustment, no monies will remain from the State Legislature's appropriation to fund any vertical or horizontal moves on the previously established faculty salary schedule. In order to accomplish a changeover from the prior faculty salary schedule and index and in order to preserve an historical record of salary schedule movement in the event the State Legislature subsequently appropriates or authorizes the expenditure of money to pay Faculty employees for salary schedule movement, the following guidelines shall be used:

The specific grid structure for the "Faculty Salary Schedule" and the educational and longevity requirements for placement in each respective grid square shall remain the same as in the schedule used by the parties for the 1985-1986 academic year. The actual movement of qualified employees, whether vertically, horizontally, or both, to a new square on the "Faculty Salary Schedule" shall be effective at the commencement of each individual employee's contract term for the 1986-1987 academic year, but the actual rate of pay in the new position shall be governed by the provisions of paragraph 1 hereinabove and the first sentence of paragraph 2 and there shall be no additional salary adjustment as a result of the employee's movement to a new salary grid square.

H.H.3 The College agrees that all monies appropriated by the Legislature for increasing Faculty compensation for 1987-1988 will be distributed as follows:

a. Monies needed to bring all Faculty to currently earned salary schedule placements will be used for this purpose.

b. Individual Faculty member's base salary going into 1987-1988 will be the 1985-1986 salary schedule figure plus 3% and any additional amount which may subsequently be appropriated by the Legislature.

c. All remaining monies will be distributed across the 1985-1986 salary schedule.

H.H.4 Salary Schedule Placement and Advancement--Full-time Contracted Faculty

a. Purposes and Objectives

(1) To provide starting and progressing salaries which will attract and retain competent staff.

(2) To stimulate professional growth and to provide incentives which will encourage continued education and training.

(3) To provide a common base for computing salaries for professional personnel which will give equitable compensation for comparable training, experience, and achievement.

b. General Information

(1) Salaries listed on the schedule are for the academic year of the three quarters--Fall, Winter, and Spring.

(2) Classification on the 1986-1987 salary schedule is for the full academic year. After October 1, changes in classification will not become effective until the start of the Fall quarter of the following year.

(3) Credits refer to quarter-hour rather than semester credits.

c. Original Placement

(1) Horizontal Criteria

(aa) Bachelor Column: Placement in the first column shall be for an applicant who has completed a Bachelor's Degree or an applicant who has completed the Learning Period* and has three (3) years' related work experience.

(Note: *Learning Period--Apprentice training: Formal education; post secondary formal education for an applicant with less than a Bachelor's Degree will be treated the same as work experience and/or on-the-job training.)

(2) Column Placement: Additional column placement shall be made in fifteen (15) college credit increments.

d. Vertical Criteria

(1) Placement on the vertical steps shall be made on the basis of experience which shall be calculated in the following units of measurement:

(aa) Each one (1) year of employment in industry in related work.

(bb) Each full year of teaching in higher education, secondary education or in an equivalent institution of training or education. Each full year of elementary school experience if directly applicable to the position being sought.

e. Review of Salary Placement--Faculty

Review of original placement may be made by the PDC upon written request of a claimant, which should include all revelant information. The Professional Development Council will submit its findings or recommendations for redress to the Vice President for Academic Affairs for necessary action.

H.H.5 Procedure

a. Applicants will have their records evaluated by the Screening Committee. The Screening Committee will be responsible for defining such things as the qualifications of a Vocational Practitioner, the kinds of work experience that can be related to the position being sought, placement on the salary schedule and other matters relating to an evaluation of the applicant's records for original placement and make recommendations to the Vice President for Academic Affairs.

b. A "Recommendation for Original Placement Form" shall be completed by the Vice President of Academic Affairs, showing what use was made of the applicant's record in terms of credit for horizontal and vertical placement. All credits that can be related to the position, but not used for original placement, shall be credited to the applicant for future use in advancement after original placement.

c. This form will be signed by the members of the Screening Committee and will be forwarded to the Vice President for Academic Affairs and become a part of the permanent record. A copy will be sent to the applicant.

(1) If agreement is reached by the Screening Committee regarding placement of the applicant, the recommendation will go directly to the Vice President for Academic Affairs. If there is disagreement, the matter will be placed before the Professional Development Council for recommended resolution. In the latter case, the recommendation of the Professional Development Council will be submitted to the College President through the Vice President for Academic Affairs.

H.H.6 Advancement after Original Placement

a. Horizontal Criteria

(See section: Professional Development Council--Salary Advancement)

b. Vertical Criteria--Vertical advancement shall be made if one of the following is met:

(1) One step for each full year of employment at the college.

(aa) If employment should begin during the course of an instructional year, or a break occurs in the consecutive employment of a Faculty member during a single contract year, two (2) quarters of twelve (12) or more credit hours per quarter will qualify for the increment.

(bb) Leave with pay will count in the same manner as employment at the College.

(2) One step for a full year of work experience in a related field, provided:

(aa) The Faculty member is on leave of absence.

(bb) The Professional Development Council has approved the work in advance.

(3) When a Faculty member has complied with all the provisions of the policy regarding advancement, the next contract issued by the College shall reflect the new position on the salary schedule and the new annual rate of pay.

I.I. HOME STUDY

Instructors will be paid for Home Study courses at an amount agreed upon between the Faculty member and the Division Chair, subject to the approval of the Vice President for Academic Affairs.

J.J. RELEASED TIME FOR DEPARTMENT HEADS/PROGRAM COORDINATORS

Released time from teaching load and other assignments will be provided to Department Heads and Program Coordinators. The amount of released time required will be determined by the Division Chair in consultation with the Faculty member and recommended for approval to the Vice President for Academic Affairs.

K.K. TRAVEL REIMBURSEMENT

K.K.1 All Faculty members will be assigned a base site for their College duties. Every effort will be made to give the Faculty member's total assignment at his/her base site.

K.K.2 When a Faculty member's assignment requires travel from his/her base site to a non-base site location, College vehicles will be provided for the travel, per established procedures, when they are available. Mileage payment will be made as in accordance with College policy and approved by the College President or designee, for use of private vehicles, when College vehicles are not available.

K.K.3 Administration will take into account reasonable travel time in making Faculty assignments.

L.L. SUMMER QUARTER SALARY

L.L.1 Summer sessions'salaries shall be paid at the rate of $280.00 per credit hour. Individual assignments will not exceed ten (10) credit hours. Summer assignments include .5 office hours and .5 advising hours per credit hour assigned

L.L.2 Every effort will be made to provide Summer assignments at a Faculty member's base site.

L.L.3 Full-time Faculty will have priority over part-time faculty for Summer assignments at Fort Lewis, McChord, Puyallup and Steilacoom. It is understood that specially-funded sites and programs, self-supporting programs and Continuing Education are excluded from this privilege.

M.M. PUBLICATION

During the Fall term, the Administration shall present to the Faculty Association President a list of all District Faculty who receive stipends, and the duties, amount, and budget source of such stipends.

APPENDIX A: GRIEVANCE AND ARBITRATION PROCEDURE

Step 1: The grievance shall first be taken up orally by the concerned Faculty member or the Faculty Association representative with the appropriate immediate supervisor in an attempt to settle the matter. When the complaint concerns relationships with or actions taken by the aggrieved employee's immediate supervisor, the informal grievance may be presented to the supervisor next above him or her in the administrative hierarchy. Grievances must be orally presented within thirty (30) calendar days from the date the employee or the Faculty Association became aware of the occurrence which gave rise to the grievance. The Faculty Association representative shall be permitted to speak for the individual academic employee if the employee so desires. If an academic employee elects to present his or her grievance directly to a supervisor or other management representative for informal adjustment consistent with the terms of this Agreement, the Faculty Association shall nevertheless have the right to have a representative present to act as an observer and to insure that the terms of this Agreement are honored.

Step 2: If the matter is not satisfactorily settled following the initial oral discussion, the aggrieved employee or Faculty Association representative may, within ten (10) working days following the attempted oral adjustment, submit the grievance in writing to the next level of supervision. The next level supervisor shall meet with the Faculty Association representative and the aggrieved employee(s) within ten (10) calendar days after receipt of the written grievance. The next level supervisor shall thereafter give the Faculty Association representative and the aggrieved employee(s) a written decision within ten (10) calendar days following said meeting.

Step 3: If the matter is not satisfactorily settled at the preceding step, the aggrieved employee(s) and the Faculty Association representative may, within five (5) working days after receipt of the previous Step 2 written decision, forward the grievance to the President of Community College District No. 11. The District President will review the grievance, consult with the concerned employee(s) and the Faculty Association representative, and thereafter give the aggrieved employee(s) and the Faculty Association representative a written answer within the ten (10) working days after receipt of the grievance.

Step 4: In the event the grievance is not resolved to the satisfaction of the aggrieved employee(s) or the Faculty Association representative at Step 3, the aggrieved employee(s) or the Faculty Association representative may invoke grievance mediation for those items specifically covered by the language of this Agreement. The grievance mediator will be designated by either the American Arbitration Association or the Washington Public Employee Relations Commission, whichever is able to appoint a mediator in the most timely fashion.

In the event a grievance is not resolved following grievance mediation, a request for arbitration shall be served by the moving party upon the other party within ten (10) calendar days following the termination of grievance mediation. In the event the parties cannot agree on a selection of an impartial arbitrator within seven (7) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list the arbitrators shall be selected. If the parties cannot mutually agree upon one of the arbitrators from the list, then the employer shall strike one name from the list, the faculty shall strike a second name from the list and the employer and the Faculty Association shall then repeat this procedure until only one name shall remain. The remaining person shall be the duly selected arbitrator. The decision of the arbtrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add or subtract from any of ther terms of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard and resolved.

Any member of the bargaining unit may pursue an appeal of grievance, including grievance arbitration, at their own expense and without the assistance of the Faculty Association. If a Faculty member pursues an appeal or grievance without Faculty Association representation, the Faculty Association shall be permitted to have an observer present at all hearings or grievance adjustment meetings unless excluded by order of the arbitrator pursuant to an objection by the employee grievant.

Grievances which impact on more than one (1) employee may be submitted in writing by the Faculty Association President or his or her designee directly to a senior administrator designated by the District President for such purposes, and for purposes of this Agreement the grievance shall be considered a class grievance at Step 2. The grievance shall thereafter be processed in accordance with the procedures and timelines set forth in the paragraphs hereinabove.

All time limits in this Article may be extended by mutual consent. Failure of the College to observe the time limits set forth in this Article shall move the grievance to the next step. Failure of the Faculty member or the Faculty Association to observe the time limits set forth in this Agreement will be considered a withdrawal of the grievance.

At each step of this grievance procedure, the Faculty member(s) or the Faculty Association representative may solicit testimony from college employees who are relevant witnesses. The employer will insure the Faculty Association representative, the employee and his or her witnesses freedom from restraint, interference, coercion, discrimination or reprisal as a result of the presentation of the grievance or the testimony of the witnesses.

The arbitrator's fees and expenses for the arbitration hearing shall be borne equally by the College and the grievant. The arbitration hearing will be held, if possible, on the College premises during the regular day shift hours of the primary work week of Monday through Friday. The aggrieved Faculty member(s) shall not suffer a loss of pay and associated benefits for reasonable and necessary time devoted to meeting with attorneys and/or lay representaives preparing for the participation in the arbitration hearing.

The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any case not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator shall have the authority to award back pay and all other relief which is necessary or appropriate, in the sole and unrestricted discreation of the arbitrator.

The arbitrator's award shall be binding on the parties. However, either party may take exception to the award in the manner permitted by law.

Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

APPENDIX B: OMBUDSMAN

The College Ombudsman will:

a. Act as a source of information and assistance available to all members of the College community concerning College rules and procedures, academic and non-academic. For the purpose of this program, the College community is defined as the Board of Trustees, President, Administration, Faculty, Students and Classified Staff.

b. Receive complaints from members of the College community regarding grievances.

c. Protect the complainants by maintaining all records in strictest confidence; only written agreement will release the Ombudsman from the need to keep the names of those concerned secret.

d. Investigate all complaints with the full authority of the College President to obtain relevant facts in any area of the College and to be able to consult with and make recommendations to any member of the College community.

e. Seek to resolve the grievances through consultations, making recommendations for actions or desisting from actions on the part of any agency, group, or any individual member of the College community.

f. Recommend to the College President redress when the Ombudsman has been unable to resolve the matter through his/her own efforts. Such recommendations that include changes to the College's rules and procedures may also be made to the appropriate College councils and committees, to include the College Cabinet.

A stipend of $500.00 shall be paid each quarter to the College Ombudsman.

The procedures set forth in this Article shall not replace or serve as a substitute for any other channel of redress of grievances. Faculty members shall be free to pursue the grievance adjustment process of their choice including, but not limited to, the processing of formal grievances under Article B hereinabove.

APPENDIX C: DIVISION CHAIR RESPONSIBILITIES

Division Chairs are responsible for the following:

(1) Organizing and managing the Division instructional programs of the College district.

(2) Being a liaison between Faculty and Administration concerning instructional issues.

(3) Assigning, supervising, and evaluating instructional personnel according to policy adopted by the Board of Trustees.

(4) Determining staffing needs and recommending Faculty appointments according to established procedures.

(5) Reviewing changing educational needs in the community. Formulating and evaluating curriculum objectives annually.

(6) Determining instructional material needs.

(7) Coordinating the Division budget process.

(8) Cooperating in the evaluation of community needs for new programs and assisting in the development of appropriate new programs.

(9) Accepting the responsibility for new program administration as assigned by the Vice President for Academic Affairs.

(10) Evaluating, developing, and preparing budget-purchase requests for instructional materials, audio-visual aids, library holdings, and other learning resources.

(11) Working with the Dean of Educational Services and/or the Vice President for Administrative Services to ensure the necessary support services for the instructional programs and on all matters relating to the welfare and progress of the students.

(12) Coordinating the promotion of the Division's instructional programs, publicity, public relations, publications, and internal and public information with the College Relations Office.

(13) Assisting the Vice President for Academic Affairs in managing instructional affairs.

(14) Representing the opinion of the Division to the Instructional Council and serving on joint committees as assigned.

(15) Representing the Division at appropriate off-campus, subject-area conferences, meetings, and workshops, or assigning a Faculty member to attend such functions.

(16) Compiling and forwarding reports on Division operations to the Vice President for Academic Affairs. These reports must be based on reports from Division members.

(17) Maintaining in the Division files and Instructional Services Office files, course outlines of all past and present courses offered by the Division.

(18) Holding monthly meetings with all Division members in which the opinion of the Division is determined and recorded and administrative information is freely and accurately shared. Distributing accurate and complete minutes of these meetings to all members, and to the Vice President for Academic Affairs.

(19) Providing each Division member with monthly reports of expenditures and status of his/her program budget.

(20) Hiring part-time Instructors in consultation with the members of the program.

(21) Assisting the Vice President for Academic Affairs in implementing the Faculty development and review process.

(22) Preparing Division part-time Faculty contracts.

(23) Working with Associate Deans and other instructional personnel to develop and carry out instructional planning and strategy development.

(24) Coordinating a Division annual schedule.

(25) Assisting the Vice President for Academic Affairs develop a district schedule.

(26) Assuring course consistency throughout the district.

APPENDIX D: PROFESSIONAL DEVELOPMENT COUNCIL PROCEDURES

a. The Council will establish its own procedures for processing salary advancement petitions during the academic year. However, those procedures shall be in accordance with the following deadlines:

February 15	Notice of Intent to advance must be submitted to the Professional Development Council in writing no later than this date in order to receive consideration for advancement for the coming year.
May 1	Prior approval petitions must be received by the Council Chair on or before this date in order to receive consideration for advancement for the coming academic year.

b. On or before September 1, final approval petitions, accompanied by documentation of fulfillment of professional development plans must be submitted to the Council Chair verifying that the plans approved earlier were successfully implemented.

c. These deadlines must be met in order for the petitioners to be considered for advancement on the Faculty Salary Schedule during the next academic year.

d. In order to be considered for prior approval by the Council, a petitioner must demonstrate in writing that his/her plan of study will be related to his/her contractual responsibilities (not a duplication of successfully completed past work) and/or of benefit to Pierce College.

e. Lower-division course work (100-200 level) may be used for advancement by Faculty with a bachelor's degree. Such lower division course work must have the prior approval of the Professional Development Council, and advancement will not be recommended for more than a total of 30 lower division credits earned after the award of the bachelor's degree.

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                              TOTAL COST =   2,529,675.
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Centralia Coll. 003772

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AGREEMENT

By and Between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NUMBER XII

and the

COMMUNITY COLLEGE DISTRICT XII
FEDERATION OF TEACHERS
Local Number 4469, AFT/AFL-CIO

This agreement is by and between the Board of Trustees of Community College District XII , hereinafter called the "Employer," and the Community College District XII Federation of Teachers, hereinafter called the "Federation."

The Employer hereby recognizes the Federation as the exclusive negotiating representative for all Community College District XII faculty members as defined in RCW 28B.52 and/or listed in the salary appendix of this Agreement. Excluded from such recognition are all non-faculty, specially contracted employees and community services employees.

ARTICLE I: DEFINITIONS

"Employer" shall mean the Board of Trustees or its lawfully delegated representative(s).

"College" shall mean Centralia College or South Puget Sound Community College, located within Community College District XII.

"President" shall mean the president of Centralia College or South Puget Sound Community College, or in the president's absence, the acting president.

"Day" shall mean calendar day, unless otherwise stated.

ARTICLE II: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION OF TEACHERS

Section 1. Payroll Deductions. The Employer shall, upon written authorization of the faculty member involved, provide payroll deduction of Federation membership dues for full-time faculty and part-time faculty employees. Such deductions shall be remitted to the authorized Federation representative. Upon written authorization to the employer the faculty member may revoke dues deductions at any time.

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The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

Section 2. Rights of Faculty in Federation. The Employer will not interfere with the legal right of faculty employees to organize, join and support the Federation for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any faculty employee because of membership in the Federation, because of participation in any lawful activity on behalf of the Federation, or because of any action taken within the duly established grievance procedure.

The Federation shall not discriminate against any faculty employee for nonmembership in the Federation. The Federation further recognizes its responsibility as bargaining agent and agrees to represent all faculty members in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 3. Release Time for Federation Activities. Meetings between Employer representatives and Federation representatives shall be scheduled at a time mutually agreeable to the parties involved. Both parties agree that to the extent feasible and practical such meetings shall not be scheduled so as to interfere with or interrupt the educational process of the District. In instances where such scheduling is not possible, Federation representatives shall be allowed to attend such meetings provided that adequate coverage of their teaching responsibilities has been arranged. The costs of such coverage, if any, shall be borne by the Federation.

Section 4. Meeting Rooms for Federation Business. The Federation shall be permitted to use the District's facilities to hold meetings to transact official Federation business other than partisan political activities. Room use shall be reserved through appropriate scheduling agents and shall be on the same priority and costs as other campus organizations. There shall be no costs for meetings held on campus prior to 7:00 p.m. on class days.

Section 5. Representation at Board Meetings. An officially designated Federation representative or agent shall have the right to attend all regular or special meetings of the Board. When recognized by the Chair, the representative may speak to any issue under discussion. The Federation shall have the right to enter appropriate matters on the Board agenda after first conferring with the college president. Items to be included in the agenda shall be supplied a reasonable length of time prior to the meeting and not later than two weeks before a scheduled Board meeting. The Board Secretary shall transmit to the Federation District President a copy of the official agenda, background information (excluding executive session and personnel matters), and minutes relating to all such meetings at the same time this material is transmitted to the Board. Nothing in this section shall be construed to diminish the right of the Board to hold closed executive sessions excluding the Federation representative or agent within the guidelines established by law or at any meeting to transact business which is lawfully within its jurisdiction.

Section 6. Distribution of Communications. Copies of all communications distributed to all faculty employees through a general mailing list by the Employer shall be supplied to the Federation at the same time.

Section 7. Federation Notices. The Federation shall have the right to use the District mail service and faculty employee mail boxes for the purpose of communication to represented employees, provided, however, that such right shall not apply to any Federation activity related to partisan political activities.

Section 8. Notification of Changes. In the event of changes affecting faculty members in policies and practices not covered by this Agreement or new policies not covered by this Agreement, the Federation, if it requests, shall have the opportunity to communicate the considered judgment of the faculty to the Board before the change is adopted. The Federation, upon request, and to the extent feasible shall be provided with information, and a reasonable estimate regarding the cost of implementation, provided, however, that this section shall not be construed to diminish or alter the rights of the Board to implement any changes not inconsistent with the terms of this Agreement.

Section 9. Federation Business. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on institution property at all reasonable times provided there is no disruption to the normal operation of the College.

Section 10. Use of Facilities. College owned or rented equipment may be used by the Federation for its own purposes in accordance with the equipment rental schedule of the Employer. The Federation shall have the right to use other District/Campus equipment at reasonable times without costs when such equipment is not is use. The Federation shall pay the actual costs of photocopies and long-distance telephone calls. A bulletin board in each College mail room shall be reserved for Federation use. Clerical help employed by the Employer may not be utilized by the Federation during working hours.

Section 11. Information. Upon request, the Employer shall make available to the Federation information to assist the Federation in performing its representative responsibilities. Such information shall be in the same form as is available to the general public or for internal college use.

ARTICLE III: RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE IV: NONDISCRIMINATION

The parties agree that there shall be no discrimination against any faculty employee because of race, sex, age, religion, color, ancestry, or in violation of current state and/or federal law unless on a bonafide occupational qualification, in the administration or application of the terms of this Agreement.

ARTICLE V: ACADEMIC FREEDOM AND PARTICIPATION BY FACULTY IN COLLEGE GOVERNANCE

Section 1. Academic Freedom. Each faculty member is entitled to freedom in the classroom in the discussion of the subject he/she teaches. Each faculty member is a citizen and as such has the same rights as other citizens.

Section 2. Participation in College Governance. The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many of the decisions which the Employer must make from time to time. It is agreed that a procedure shall be maintained which allows input of the considered judgment of the faculty when appropriate.

ARTICLE VI: FACULTY RIGHTS AND BENEFITS

Section 1. Personnel Files. Copies of materials in official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements or when otherwise required by law. Excluding credential and confidential recommendations from previous employers, faculty employees, or their designee, shall have access to all material in their personnel files during normal business hours. A faculty member shall be notified of any request either oral or written for access to his/her personnel files except as excluded above. Official personnel files shall be maintained in the respective college personnel office. Upon forty-eight (48) hours' notice and payment of actual costs, copies of material in personnel files may be made. Material which might adversely affect employment may be placed in a personnel file only after allowing the faculty member to read the material and append to it answers to any charges, complaints or statements involved. The faculty member shall then sign the material, but such signature shall not imply agreement with the statements contained therein.

Section 2. Insurance. The Employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each eligible faculty employee. Faculty employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the faculty employee. Such premiums shall be paid during summer months for such eligible faculty who are returning to work for the subsequent academic year.

Consistent with applicable State Employee Insurance Board regulations and beginning spring quarter, 1987, a part-time academic employee shall be eligible for fringe benefits beginning the second consecutive quarter in which the assignment is fifteen contract hours per week or more or, in the case of counselors and librarians where the assignment is 17.5 hours per week or more.

Unemployment insurance shall be maintained for faculty members as provided for by law.

Section 3. Application of Tenure. The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Board. The Board agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationee and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the nonrenewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of a faculty member shall not be subject to the grievance procedure of this Agreement.

Section 4. Termination of Employment. Terminations of employment of faculty members shall be handled in a manner consistent with Appendix "A." It is agreed that such provides a means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of this Agreement.

Section 5. On-Campus Class Attendance. A faculty member may request of the Employer permission to be allowed to attend classes on campus without loss of pay. This shall not be construed to reduce the amount of time normally expected of a faculty member.

Section 6. Summer/Extended Studies Program.

A. Qualified employees shall be reimbursed $150.00 for each credit hour up to a maximum of one and one-half (1 1/2) credits per week except for classes taken from District XII. Courses taken from District XII shall be subject to the provisions of the tuition waiver program or reimbursed for tuition only in instances where the tuition waiver program cannot be used (excludes Community Service). One-half (1/2) of said amount shall be reimbursed for credits earned from other public institutions within the District service area.

B. The maximum number of credits for which support can be awarded under this program will be twelve (12) quarter credit hours per fiscal year.

C. Faculty members who are recipients of National Science Foundation or similar grants for a course of study shall be ineligible for the provisions of the program.

D. This program shall be open to all members of the faculty who fulfill the qualifications noted below, and applications shall be made in writing, setting forth the details of the proposed course of study for which the grant is requested.

E. Credit shall be given only for courses of study related to the faculty member's field of competence; or for courses necessary to increase his/her competency in a subject area to which he/she is to be assigned; or for courses which improve competency in assigned duties which may include courses which improve competency in new teaching techniques or courses required for vocational certification. Exceptions would be allowed in cases of courses being applied to a degree program. Reimbursement may also be provided for Factory Training Schools on the basis of twenty (20) hours equals one (1) credit. Courses taken as a part of the summer/extended studies program shall be taken outside of the faculty member's normal contract time. Additionally, only courses of study or activities that are part of an approved professional development plan shall qualify for this program.

F. A Summer/Extended Studies Program Committee shall be appointed from the faculty at each campus to (1) establish policy in consultation with the faculty, and (2) select the recipients for Summer/Extended Studies funds.

Such Summer/Extended Studies Program Committees shall be composed of three (3) faculty members elected from the general faculty at each campus under the direction of the AFT. This committee, in the establishment of policy and the allotment of Summer/Extended Studies funds, shall work in consultation with the president and approval of the Board. The college president or the Board may disapprove any summer/extended studies request which does not meet the intent of the program.

G. An applicant's eligibility for Summer/Extended Studies funds will be determined each year by the selection committee, dependent upon the following:

1) The first qualification for acceptance into this program shall be a minimum of three (3) years' full-time employment or equivalent by part-time employees as a faculty employee with the District.

2) An applicant participating in the sabbatical program is not eligible for summer/extended studies.

3) An applicant who has received Summer/Extended Studies benefits the previous year will be considered less eligible than one who has not. If, however, funds are available, all qualified applicants will be considered.

4) Other qualifications met, an applicant will be considered on a "first come, first serve" basis.

5) If, after all qualified applicants are taken care of, funds are still available, applications may be accepted from faculty members who have been employed for less than three (3) years.

6) After all qualified applicants are taken care of for summer studies and funds are still available, such funds may be used for approved courses during the regular academic year.

H. Funds from this program shall be paid to the selected faculty members upon presentation of transcripts of grades received. If participation is in conjunction with a leave of absence, the participant must return to District employment prior to reimbursement.

I. When funds are available, grants may be made to cover tuition and related incidental costs for extension credits from accredited institutions.

J. Funding shall be at Base Salary for Centralia College; 80% of base salary for South Puget Sound Community College (effective 7/1/87 at base salary); and 25% of Base Salary for Garrett Heyns (effective 7/1/87 at 30% of base salary). Funds not expended or committed to be expended within the fiscal year as of April 1 shall revert to the general fund.

Section 7. Full-time Status. To qualify for full-time status, faculty members must be available for assigned activities on campus at least thirty-five (35) hours per week during the applicable contracted period. All faculty members not meeting the above requirement shall be deemed part-time for purposes of this agreement.

Section 8. Substituting. Full-time faculty members shall not be required to substitute as part of their regular assignment. Payment for substitute activities shall be in accordance with Appendix "B" provided such activities are assigned and authorized in advance by the appropriate dean/director.

Section 9. Off-Campus Transfers. Assignments of full-time faculty members to an off-campus assignment shall be made only if such assignment is necessary in order for the instructor to maintain a normal load or to maintain a program. The District shall pay mileage or provide a District vehicle in accordance with appropriate statutory requirements and OFM regulations when a faculty member is assigned to an off-campus location.

Section 10. Transfer Between South Puget Sound and Centralia Colleges. In the event of transfer of faculty from one college to another, the following procedures shall be used:

A. All faculty in the affected area (to be determined by RIF category) shall be asked if they want to volunteer for transfer to the other college.

B. If the number of faculty who want to transfer is the same as the number of faculty who are needed to transfer, then those faculty will be transferred.

C. If more faculty want to transfer than are needed to transfer, then the most senior faculty will have the option to transfer.

D. If fewer faculty want to transfer than are need to transfer, then the least senior faculty will be transfered.

Section 11. Evening Assignments. Assignments after 4:00 p.m. shall be assigned as part of a full-time faculty member's assignment only when such assignment is essential to make up the total normal load of the individual or program. Such assignments shall rotate by quarter and by faculty member in that program provided no individual faculty member has volunteered.

ARTICLE VII: COMPENSATION

Compensation for all faculty employees shall be in accordance with the schedules and procedures contained in Appendix "B."

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is hereby defined as a complaint or claim against, or dispute, misunderstanding or controversy with, the Employer by a faculty member or members or the Federation arising out of the interpretation or application of any alleged violation by the Employer of the terms of this Agreement. An individual faculty member or group of faculty members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Federation has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

Step One

The grievant and the Federation representative, if requested by the grievant, shall orally present the alleged grievance to his/her supervising dean/educational director.

If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Federation representative involved, if any, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, if any, and the remedy sought. The dean/educational director shall be given the written grievance and he/she will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Federation representative. The dean/educational director shall answer the grievance in writing within twelve (12) days thereafter and shall concurrently send a copy of the grievance and the answer to the Federation.

Step Two

If no settlement is reached at Step One, the written grievance may be submitted to the college president or designated representative not more than seven (7) days after it is answered in Step One. Representative(s) of the Federation will be present at any meeting called to consider the grievance at this Step Two. The president or his/her designated representative shall send his/her written answer to the Federation within fourteen (14) days. Such answer shall be deemed to be the position of the Employer.

Step Three

If no settlement is reached at Step Two, the Federation may in its sole discretion within thirty (30) days after the date of the Step Two answer, request by written notice to the president and the American Arbitration Association that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. Time Limits. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within twelve (12) days after the aggrieved cognizance of the facts on which the grievance is based shall be waived for all purposes. In addition, if any other steps or actions provided for in Section 1 of this Article are not taken, or appeals therein provided for not taken or filed, or notice not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer. Time limits may be extended by mutual agreement. With respect to this Article, the term "day" shall exclude those days which fall between the end of a quarter and the beginning of the next quarter (including summer quarter).

Section 3. Arbitration.

A. Matters subject to arbitration shall be referred to the American Arbitration Association under its voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

B. Jurisdiction of the arbitrator is limited to:

1) Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and

2) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and

3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provision of this Agreement; and

4) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5) The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

6) The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7) The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs by the parties unless waived by the parties.

8) Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

9) An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

C. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Federation and the employees affected, consistent with the terms of this Agreement.

Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds:

1) That the arbitrator exceeded his/her jurisdiction or authority under this Agreement and/or under the Submission Agreement;

2) That the arbitrator's decision or award is not supported by substantial evidence; and

3) That the arbitrator's decision or award is based upon an error of law.

ARTICLE IX: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Federation agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement and the Federation agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement.

ARTICLE X: EVALUATION

All full-time contracted faculty shall be evaluated. Evaluations may include administrative, student, peer, and self-evaluations. At each college a committee consisting of three (3) elected faculty members and three (3) administrators (1 each at Garrett Heyns) shall recommend instruments and procedures for such an evaluation to the appropriate college president no later than the last day of fall quarter, 1988.

ARTICLE XI - LEAVES OF ABSENCE

Section 1. Leaves with Pay. Full-time faculty members shall be granted twelve (12) days upon the first day on which their initial assignment begins. After three (3) quarters of employment, full-time faculty members shall accumulate such leave at a rate of one (1) day for each calendar month during which they are employed for either a contractual day or on a part-time basis for summer school provided the total does not include more than twelve (12) days during any given twelve month period.

A. Illness, Injury, Bereavement and Emergency

1) The Employer reserves the right to request reasonable proof in the event of leaves for illness or injury.

2) Bereavement leave, up to a maximum of five (5) days per bereavement, shall be granted in the event of a death in the faculty member's immediate family. Leave time to pay last respects to very close deceased friends may be granted for a partial day without loss of pay.

3) Emergency leave, not to exceed two (2) days per year, shall be granted in the event a faculty member must meet legal, personal or business obligations which unexpectedly arise and cannot be fulfilled outside of the normally posted schedule.

4) In the event the spouse, child or immediate family of a full-time faculty member is seriously ill or injured and the presence of the employee is required at the place of emergency as a direct result, the faculty member may be granted leave with full pay for not more than five (5) days per contract year.

5) Leaves for emergencies not covered by (3) and (4) above or exceeding the limits established in (2), (3) and (4) above, may be granted upon recommendation by the appropriate dean/director and approved by the college president.

6) Pursuant to applicable statute, each full-time employee's portion of sick leave allowance shall accumulate from year to year without limit. Employees may cash in unused sick days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's pay for each four (4) full accumulated compensable sick leave days consistent with the following rules:

(a) Days cashed in during January of each year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period.

(b) Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in. Retirement shall be determined pursuant to the applicable retirement system. For the purposes of TIAA/CREF, retirement due to age shall not be considered to have occurred prior to attainment of age fifty-five.

(c) All days earned after July 1, 1981 shall be deemed compensable. Days accumulated or transferred into the District prior to July 1, 1981 shall be deemed compensable on the basis of one (1) day for each calendar month during which a contractual day was worked. Additional accumulated days shall be retained as non-compensable days.

(d) Days of sick leave used during the previous calendar year shall be drawn from the days accumulated in the compensation account during that same year. Days taken in excess of the annual accumulation shall be deducted from the auxiliary account, until such time that this account is depleted, following which any further absence shall be taken from the compensation account.

(e) No combination of circumstances shall result in more than one (1) compensable day being earned per month during any twelve month period, or the 180 maximum in effect through Spring Quarter, 1980 being invalidated.

B. Procedures of Obtaining Leaves With Pay

1) Illness, Injury and Bereavement. The faculty member shall notify the appropriate college president/educational director or designee at the earliest possible time prior to the departure of the necessity for the leave. Such notification shall include the following:

(a) The nature of the leave.

(b) The most appropriate coverage of the faculty member's assigned duties.

(c) The estimated leave time.

(d) When feasible, where the faculty member may be reached during such leave time.

2) Emergency Leaves. Except for emergencies of a catastrophic nature, the requests should be submitted for emergency and other leaves well in advance of desired leave (preferably at least seven (7) days). The faculty member shall reduce to writing a request for such leave stating the purpose for which leave is sought and the most appropriate coverage of assigned duties.

The appropriate college president/ educational director or designees shall review all such requests and grant approval or denial prior to taking the requested leave. Reasons for denial shall be provided in writing.

For emergencies of a catastrophic nature, the most expeditious means available for notifying the college president/educational director should be utilized. Upon return to the campus, the faculty member shall provide the necessary information to the college president/educational director to justify its inclusion in this category for payroll purposes.

Exception:

Deviations from posted schedules may be approved by the division chairman and consists of performing the employee's regular contractual duties but in a location different than that which is posted and for which the division chairman has had ample time to arrange for any needed coverage during the absence. Deviation from schedule does not include an absence from any scheduled classes.

Section 2. Leaves without Pay

A. Attendance at Institutions of Higher Learning

Upon approval of the Board of Trustees, leaves of absence without pay up to one (1) year for the purpose of attending an institution of higher learning may be granted any full-time faculty member. A written application for leave without pay shall be presented to the appropriate college president. The written application shall contain a statement of the plan of study and the institution the faculty member plans to attend. Such application must be filed by April 1 for leave requested to start the next academic year. Such leaves shall not count as service for purposes of salary advancement or the accrual of benefits.

B. Other Leaves Without Pay

Leave for other reasons may be granted to full-time faculty members upon mutual consent for up to one year. Terms and conditions of such leaves shall be reduced to writing.

Section 3. Part-time Faculty Leave. Faculty members employed on part-time and/or quarterly contracts shall be granted the greater of 5% of quarterly contracted hours or one (1) day of sick leave per quarter, nonaccumulative. For purposes of this section, a day shall be defined as a class or classes on the date missed because of illness. Faculty members employed on a full-time basis, with additional part-time assignment, shall draw sick leave from their auxiliary account.

Section 4. Authorized Absences.

A. Jury Duty. Faculty members shall receive time off for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration, excluding expenses, received for such appearances shall be endorsed to the Employer.

B. Professional Meetings and Conferences. Faculty members may be granted approval for attendance at official institutes, conferences, and/or professional meetings. The purposes of such attendance must be to add to the professional capabilities in the field in which the faculty member is hired and working. Neither students nor the faculty member's regular duties shall suffer unduly or disproportionately to the benefits anticipated from the activity.

Section 5. Unauthorized Absences. Unauthorized absence, approved leave without pay, or leave taken without following the procedures described herein shall result in a salary reduction on one of the following bases: (For these purposes "absence" or "leave" shall be defined as absence from the campus during scheduled hours of instruction or related services to students, or absence from regularly scheduled meetings of organizations or groups which the individual is expected to attend.)

A. 1/177 of the instructor's basic nine-month contract for each full day of absence, or

B. 1/7 of a day's pay for each hour when leave is taken for a fraction of a day.

C. Extenuating circumstances will be considered as a basis for modifying above items (a) and (b) by joint action of the college president, Division Chairman, and the appropriate educational director/dean.

ARTICLE XII: SAVINGS CLAUSE

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law by court decision or formal opinion of the Attorney General, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

ARTICLE XIII: SCOPE OF AGREEMENT

This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The result of the exercise of that right and opportunity are set forth in the Agreement. Therefore, except as specifically stated in Articles XII and XIV, the Employer and the Federation for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities he/she may have under the laws of the State of Washington and the United States or other applicable regulations.

No individual contract offered to faculty members by the Employer shall be inconsistent with the terms and conditions of this Agreement.

ARTICLE XIV: DURATION

This Agreement shall remain in full force and effect upon its execution to and including June 30, 1989.

Articles and Appendixes of this agreement may be reopened upon mutual consent of the Federation and the Employer and as otherwise specified herein. Such negotiations referred to in this Section shall be conducted consistent with RCW 28B.52 or any subsequent legislation.

Negotiations for a successor Agreement shall commence on or after April 1, 1989, on the request of either party.

Signed this 12 day of March, 1987.
at Olympia, Washington.

FOR THE FEDERATION

FOR THE BOARD

Kenneth J. Minnaert

APPENDIX "A"

PROBATIONARY EMPLOYMENT, TENURE, DISMISSAL & REDUCTION IN FORCE

Section 1. Purpose. Consistent with RCW 28B.50.850.869, the Board of Trustees of Community College District No. XII hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is threefold:

A. To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Centralia College/South Puget Sound Community College and all subsequent community college campuses hereafter established within Community College District No. XII; and

B. To define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member; and

C. To assure that tenure is granted to faculty members of such character and instructional ability that the district, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers.

Section 2. Definitions. As used in this chapter, the following terms and definitions shall mean:

A. "Appointing authority" shall mean the Board of Trustees of Community College District No. XII or its designee(s).

B. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.

C. "Faculty appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment shall also mean department heads, division heads and administrators to the extent that such department heads, division heads and administrators have had or do have status as a teacher, counselor, or librarian. The term faculty appointment shall not apply to soft money positions governed by Chapter 112, Laws of 1975, first ex. session (RCW 28B.50.851) or WAC 131.16.400 as now enacted or hereinafter amended.

D. "Probationary faculty appointment" shall mean a full-time faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment.

E. "Probationer" shall mean any individual holding a probationary faculty appointment.

F. "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointment authority.

G. "Regular college year" shall mean a faculty appointment inclusive of consecutive fall, winter, and spring.

H. "Probationary period" shall be in accordance with applicable statute.

I. "Review committee" shall mean a committee composed of three faculty members, one student representative, who shall be a full-time student chosen by the student association of the particular college, and one administrator.

1) A separate probationary review committee shall be established for each full-time probationer which shall serve as a standing committee until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated. Each probationary review committee shall be composed of five persons. Three tenured faculty members selected by a majority of the tenured and probationary faculty members acting in a body within 30 days of the probationer's first regular college year. The president shall appoint one administrative officer of the college as the fourth member of the committee who shall serve as Chairperson. The fifth member shall be a full-time student chosen by the student association of the particular college. If a vacancy occurs on the committee, the same process for selecting a replacement should be followed as applied in the selection of the original member.

2) A separate dismissal review committee shall be established for each tenured faculty member for whom dismissal procedures are being initiated or for each probationary faculty member whose appointment may be terminated prior to the terms of the written contract when the reasons for such action are those specified in Section 5, A through F. Each dismissal review committee shall be composed of five persons, three of whom shall be tenured faculty members selected by a majority of the tenured and probationary faculty members and faculty department heads acting in a body, one administrative officer appointed by the appropriate president, and one full-time student chosen by the student association of the

particular college. Appointment shall be made within ten (10) days of receipt of letter pursuant to Section 5.

The division chairperson or the immediate administrative supervisor of the faculty member under dismissal review should not be a member of his/her dismissal review committee. The committee should elect its own chairperson from its membership. If a vacancy on the committee occurs, the same process for selection a replacement should be followed as applied in the selection of the original members.

3) A separate College dismissal review committee should be created if dismissal procedures are being initiated in accordance with Section 5 (G and H). (In the event of RIF during the 1986-87 academic year, the provisions of the previous agreement covering District XII faculty shall be applicable. RIF's occuring after Fall Quarter 1987 shall be in accordance with this sub-section.) The committee shall be established within ten (10) days of receipt of notice of pending dismissal. The members shall include one (1) administrator chosen by the president, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three faculty members representing the faculty who shall be selected by a majority of the faculty and faculty department heads acting in a body. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse. The division chairperson or the immediate administrative supervisor of the faculty member(s) under review should not be a member of the review committee. In the event there is a vacancy on the committee, a replacement shall be selected within five (5) days of the vacancy in the manner outlined above.

4) All review committees from Garrett Heyns Education Center shall be in accordance with these procedures and the modifications stipulated in Appendix "C"."

J. "Full-time" for this appendix shall mean an appointment which requires the appointee's presence at the college for the entire normal working day during the entire regular college year. A full-time faculty member and the college president may mutually agree in writing to an exception to this definition with no resulting penalty to the faculty member provided the equivalent to the above definition is worked.

Section 3. Hearing. Before any official action is taken relating to a dismissal or reduction-in-force of a tenured or probationary faculty member, the faculty member shall receive (1) oral or written notice of the reasons; (2) an explanation of the evidence supporting the reasons; and (3) an opportunity either in person or in writing to present reasons why the proposed action should not be taken. The Federation shall be notified in writing of any meetings held pursuant to this section at the same time the faculty member is notified.

Section 4. Duties and Responsibilities of Probationary Review Committies.

A. The general duty and responsibility of the probationary review committee shall be to assess and advise the probationer of his/her professional strengths and weaknesses and to make reasonable efforts to encourage and aid him/her to overcome his/her weaknesses.

B. The probationary review committee shall meet at the call of the chairman, when in his/her discretion the need for such a meeting arises, provided that the committee shall meet with the probationer at least twice during each of the first two quarters of employment and once during all other quarters and, additionally within 10 days of the receipt of a written request setting forth good cause to meet as directed to the chairman by the probationer.

C. The first order of business for each probationary review committee shall be to draw up an annual plan that it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. The plan shall include a schedule of meetings, the names of review committee members who will make classroom observations, the frequency of these observations, and the times of these observations (i.e. 6th week of quarter, 8th week of quarter, etc.). The plan shall also include a schedule for completion of the other parts of the review process.

If, at any time during the probationary period, the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee shall set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan may include additional courses to be taken by the probationer, experts to be consulted who would be in a position to assist the probationer in overcoming weaknesses, and any other steps which the committee believes will aid the probationer in overcoming weaknesses.

The probationary review committee shall prepare, for inclusion in the tenure file, its annual plan for evaluating the performance and professional competence of the full-time probationer within thirty (30) days of the formation of the probationary review committee.

Performance of duties as a probationary review committee member is an important part of the duties of both the probationary faculty member and the full-time tenured faculty members who have been elected to such committees. It is the responsibility of the review committee chairperson to keep the probationer informed of the procedures. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his/her appointment. A probationary review committee's evaluation procedures shall include the following:

1) Classroom or workplace environment observations by members of the probationary review committee which may include the review of course outlines and classroom test instruments;

2) Student evaluation administered by the committee chairperson or his/her designee;

3) Assessment of the probationer's participation in professional activities both on and off campus;

4) Self-evaluation;

5) The probationer or the committee shall have the right to determine additional methods or procedures of evaluation in addition to and after completion of all of the above procedures.

D. Each probationary review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the probationer, the president, and the appointing authority on or before the designated times during each regular college year such appointee is on probationary status; or, as is also required, within fifteen days of the president's written request therefore;

1) A written report after fall quarter outlining the probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the probationer to improve his/her weaknesses.

2) A written evaluation of each full-time probationer's performance including the degree to

which the probationer has overcome stated weaknesses shall be submitted to the Board of Trustees no later than March 1 of each year. The review committee shall obtain the probationer's written acknowledgement of receipt of the written evaluation. The probationer shall have the right to answer the evaluation report in writing and attach his/her answer to the report.

3) A written recommendation that the appointing authority award or not award tenure, such written recommendations to be submitted at times during the regular college year deemed appropriate by each probationary review committee, provided, that during such probationer's third regular college year of appointment, the probationary review committee shall, prior to March 1 of such regular college year, make a written recommendation as to the award or nonaward of tenure.

Failure of any review committee to make such written recommendation by March 1 of a probationer's third consecutive regular college year shall be deemed a recommendation neither for nor against the awarding of tenure and the appointing authority may award or deny tenure based upon this type of recommendation by the committee.

E. The final decision to award or withhold tenure shall rest with the appointing authority after it has given reasonable consideration to the recommendations of the probationary review committee.

F. All written evaluations and recommendations prepared and submitted by a probationary review committee pursuant to these rules shall include the committee's findings and supportive data and analysis.

G. On or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing authority shall notify him/her of the decision to either grant him/her tenure or not renew his/her appointment for the ensuing year.

H. This appointment to tenure is effective until the faculty member is either dismissed for "sufficient cause" (as defined in Section 5) or until the age of 70 years whereupon contract renewal is at the annual option of the appointing authority.

Section 5. Policy Relating to the Dismissal of Tenured and Probationary Faculty Members. When reason arises to question the fitness of a tenured or probationary faculty member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured faculty member shall not be dismissed except for "sufficient cause," nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause". "Sufficient cause" shall include but is not limited to:

A. Aiding and abetting or participating in:

  1) Any unlawful act of violence.

  2) Any unlawful act resulting in destruction of community college property.

  3) Any unlawful interference with the orderly conduct of the educational process.

B. Incompetency.

C. Neglect of Duty.

D. Insubordination.

E. Conduct unbecoming a member of the faculty and which is detrimental to the educational objectives of the college, provided that no such charge shall be sustained that constitutes interference with academic freedom of the person charged.

F. Physical or mental inability to perform duties and responsibilities as specified in the contract.

G. Reduction in force resulting from any of the following:

  1) Lack of funds

  2) Elimination and/or reduction of programs, courses or services

  3) Decreased enrollment

  4) Overstaffing

  5) Reduction of allotments pursuant to Chapter 43.88 RCW, as now or hereafter amended

  6) Board-approved changes in educational policy and/or goals

H. Reduction in force resulting from State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, paragraph 1 under the following conditions:

  1) Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or

2) Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 6. Duties and Responsibilities of the Dismissal Review Committees. The general duty of dismissal review committees shall be to submit recommendations regarding proposed presidential action. Specific responsibilities of the committees shall be:

A. To review the case of the proposed dismissal.

B. To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses.

C. To hear testimony from all interested parties, including but not limited to other faculty members and students and review any evidence offered by same;

D. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing and within seven days in the case of a reduction-in-force for reasons set forth in Section 5(H), the written recommendations of the committee will be presented to the hearing officer, president, the affected faculty member, and the board of trustees.

E. Failure of any dismissal committee to make written recommendations regarding dismissal within the prescribed time set forth in this Appendix shall be deemed a recommendation neither for nor against dismissal and appointing authority may proceed with the dismissal or continue the appointment of the faculty member based upon this type of recommendation from the committee.

Section 7. Hearing Officer Appointment and Duties.

A. Appointment

1) Upon receipt of a request for a hearing from an affected employee, the president shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an

employee of the State of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the State of Washington.

2) In the case of a reduction-in-force for reasons set forth in Section 5(H), at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, that where there is more than one faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; PROVIDED FURTHER, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

B. Duties. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW Chapter 28.B.19.

The duties of the hearing officer include:

1) Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law;

2) Issuing subpoenas;

3) Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

4) Regulating the course of the hearing;

5) Holding conferences for the settlement or simplification of the issues by consent of the parties;

6) Disposing of procedural requests or similar matters;

7) To make all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;

8) To appoint a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

9) To allow the review committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.

10) To prepare his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing or within 10 days in the case of a reduction-in-force for reasons set forth in Section 5(H), the written recommendation of the hearing officer will be presented to the president, committee, affected employee, and the Board of Trustees.

11) To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

    (a) All pleadings, motions and rulings;

    (b) All evidence received or considered;

    (c) A statement of any matters officially noticed;

    (d) All questions and offers of proof, objections and rulings thereon;

    (e) His or her proposed findings, conclusions of law, and a recommended decision;

    (f) A copy of the recommendations of the dismissal review committee.

12) To decide, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.

13) To assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

14) To consolidate individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in Section 5(H), the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

15) To take any other action authorized by rule consistent with this chapter.

16) In the case of a reduction-in-force for reasons set forth in Section 5(H), the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees):

    (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued;

    (b) the only issue to be determined shall be whether under the applicable policies, rules or negotiated agreement, the particular faculty member or members advised of severance are the proper ones to be terminated;

    (c) any findings, conclusions of law and recommended decisions shall not be subject to further tenure review committee action.

Section 8. Procedure Relating to the Dismissal of a Tenured or Probationary Faculty Member.

A. Notice. After it is determined that dismissal proceedings should be initiated, the president shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee and provide copies to the dismissal review committee. The notice shall include:

1) A statement of the time, place and nature of the hearing (the hearing must be held on not less than 10 days' written notice);

2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

3) A reference to the particular rules of the college that are involved;

4) A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Section 5(G) this shall include a statement of (a) the grounds for reduction-in-force as delineated in Section 5(G)1-6, and (b) the basis for selection of the affected employee. In the case of a reduction-in-force for reasons set forth in Section 5(H), this shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Section 5(H). The notice must also indicate the effective date of separation from service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the president of the college within seven (7) days, the college president will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the dismissal review committee and Board of Trustees. Furthermore, a timely written request for a hearing within the above ten (10) day period is deemed jurisdictional.

B. Procedural Rights of Affected Employees. An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

1) The right to confront and cross-examine adverse witnesses.

2) The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

3) The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

4) The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 28B.19 RCW.

5) The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.

6) The right to have witnesses sworn and testify under oath.

C. Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:

1) Board review shall be based on the record of the hearing below and on any record made before the Board of Trustees.

2) The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3) The Board may hold such other proceedings as it deems advisable.

4) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the hearing officer. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision, and the effective date of dismissal.

D. Effective Date of Dismissals. The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Section 5(H), failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Section 5(H), separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

E. Suspension. Suspension by the president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

F. Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

G. Appeal from Board of Trustees Decisions. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within 30 days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section 9. Special Procedures Relating to Dismissal Resulting from Reduction-in-Force.

A. Reduction-in-force Units and Procedure for Assignment. Reduction-in-force units shall be established as follows and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the College President to up to two of these units:

RIF Units (excluding Garrett Heyns)

Accounting
Agriculture Equipment/
Heavy Duty Mechanic
Agriculture
Anthropology
Art (Commercial)
Art (History)
Automotive Technology
Biology
Botany
Business
Bus. Ed./Office Admin.
Construction Trades
Chemistry
Civil Eng. Tech.
Cooperative Work Experience
Counseling
Data Entry/Key Punch
Data Processing Technology
Dental Assisting
ABE/GED
Diesel Engine Technology
Drama
Drafting Technology
Economics
Electronics Technology
English
English (Basic)
Engineering (Transfer)
Farm Management
Farriery

Forestry
Forestry Technology
French
Geology
German
History/Political Science
Horticulture Technology
Ind. Machine Maint.
Library/Media
Mathematics (Basic)
Mathematics (Advanced)
Medical Assistant
Music
Nursing (ADN)
Nursing (LPN)
Philosophy
PE/Health/Recreation
Physics
Printing/Reprographics
Psychology
Radio/TV
Reading
Small Business Management
Sociology
Special Needs
Speech
Sheltered Workshop
Transcript Evaluation
Welding
Zoology/Microbiology

Garrett Heyns RIF Units

ABE
Auto Body
Auto Mechanics
Barbering
Business Ed./Office Skills
Carpentry
Counseling
Drafting
English
General Science

Horticulture
Industrial Arts
Language Arts
Library
Machine Shop
Mathematics
Physical Education
Reading
Social Studies/History
Welding

Additional RIF units may be added by the employer to reflect program changes or by mutual agreement with the Federation.

Each tenured faculty member and each faculty member holding a probationary or temporary faculty appointment shall qualify for assignment in, and be assigned to the RIF unit in which the faculty member has his/her major assignment.

Faculty members shall qualify for one additional lay-off unit and be placed in the second unit if the faculty member meets any of the following criteria:

1) The faculty member has taught courses in the additional unit or has performed duties in the unit to satisfactorily demonstrate qualifications, or

2) The faculty member has a Master's Degree or equivalent in the discipline, or

3) The faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.

RIF unit lists shall be developed annually. Each faculty member shall be ranked in the appropriate RIF unit in accordance with the seniority procedures defined herein. RIF unit assignments shall be published by November 1 of each academic year. Any disputes regarding lay-off-unit assignments shall be submitted to expedited arbitration within fifteen (15) calendar days of publication.

B. Order of Reduction.

1) Courses, Programs, Services - First Priority. If the number of full-time contracted employees subject to this policy is to be reduced, the president with such advice as he/she deems necessary shall determine what programs or services are most necessary. This determination is within the sole discretion of the president. The employer reserves the right to establish the number of full-time and part-time faculty to be employed; provided, however, the employer will make every reasonable effort to maintain a full-time/part-time ratio of faculty consistent with budgetary and funding requirements. In making decisions on reductions, the president may consider factors including but not limited to:

   (a) Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services.

   (b) The enrollment, the trends in enrollment, and their affect upon the department or program.

   (c) The present and anticipated service needs of the college and its students and prospective students, including staffing needs.

(d) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.

(e) Board-approved changes in educational policies and goals.

(f) Other similar relevant considerations.

(g) Responsibilities of full-time employees generally not performed by part-time employees such as advising students, curriculum development, committee assignments, and related non-instructional duties.

2) Selection of Individuals. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority. A faculty member being RIFed from one unit may bump a less senior faculty member in a second unit if the less senior faculty member is actually performing service in the second unit.

3) Seniority. Seniority shall be defined as continuous full-time service in a faculty or administrative position with Centralia College and/or South Puget Sound Community College (including employee's previous service at OVTI, OTCC, or Garrett Heyns Education Center). In computing an employee's seniority any and all service at any of the above including leaves of absence up to twenty-four (24) calendar months and sabbatical leaves shall be counted.

The individual with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following descending order:

(a) First date of signature of an employment contract.

(b) First date of signature of letter of intent.

(c) First date of application for employment.

C. Recall.

1) Full-time faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

2) Recall lists shall be created and maintained by the employer for each affected RIF unit. The names of each affected faculty member shall be placed on the appropriate RIF unit list according to seniority.

3) Recall shall be in reverse order of reduction-in-force by RIF unit to a faculty position, either newly created or a vacant full-time position

4) The right of recall shall extend three (3) years from the effective date of the lay-off.

5) Each RIFed faculty member shall keep the respective president's office informed of any change in address.

6) New hire(s) shall not be employed to fill a full-time faculty vacancy unless there are no qualified faculty members on the applicable RIF unit recall list to accept the vacancy.

7) A faculty member on lay-off shall have fifteen (15) days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, his/her recall right shall be waived.

8) Upon recall, a faculty member shall retain those benefits to which he/she is entitled such as sick leave, tenure, retirement, and seniority which existed at the time of lay-off.

9) The employer shall notify the Federation, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

10) A faculty member on recall shall have first right of refusal to any part-time assignments in his/her lay-off units at his/her college; provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established.

Section 10. Designation of Administrative Appointments. A tenured faculty member, upon appointment to an administrative position, except that of president, shall be allowed to retain his/her tenure as a faculty member. However, persons assigned administrative responsibility and authority will occupy positions for which the privileges of tenure cannot be extended. The recognized administrative positions which are specifically exempt from provisions of tenure as described herein include all administrative contract positions, division chairpersons, and other directors, coaches, or supervisors for which extra pay and/or released time is given for activities other than the regular duties for which the employee's certification and basic contract indicate. Faculty appointed to administrative positions after the execution of this agreement who teach less than one-third load or perform faculty counseling or library functions less than one-third of the time shall accumulate a maximum of three years of such time as bargaining unit seniority.

Section 11. Confidentiality of Reports. All reports prepared and/or provided pursuant to this chapter by a review committee shall be held in confidence by the committee, the president, and appointing authority except where otherwise required by law.

Section 12. RIF Units. In the event of a RIF during the 1986-87 academic year, RIF units shall be administered on a District-wide basis (excluding Garrett Heyns). Effective Fall Quarter, 1987, all application of RIF units shall be on a college basis; provided, however, as long as there is a single district, a faculty member on recall status shall have preferential hiring rights to any new position in his/her unit(s) at the other college.

APPENDIX "B"

SALARY SCHEDULE

PLACEMENT OF NEW FACULTY

Section 1. Initial Placement. Initial placement on the faculty salary schedule will be determined by the college president in conjunction with the personnel officer.

Section 2. Full-time faculty will be placed at A-1 on the salary schedule for meeting the first of the following criteria for which they qualify. One year of full-time teaching in the trade or occupation equals one year of experience.

1. Master's degree
2. Bachelor's degree plus four years' recent and relevant experience
3. Associate degree plus six years of recent and relevant experience.
4. Journeyman certificate plus four years recently in the trade or occupation
5. Eight years of current practical experience in the trade or occupation in which the person will teach
6. Education, experience and full-time teaching which equates to any combination of 1 through 5 above.

Section 3. Relevant and related work experience beyond Section 2 above will be credited on initial placement as follows:

A. A maximum of five years relevant and related work experience may be credited on initial salary placement. In the event a position has a limited pool of applicants due to salary considerations or in the event the most qualified applicants in a limited applicant pool are not viable candidates because of salary, the college president, may authorize an exception to exceed the five year limit. Such an exception shall be in writing and shall state the experience and qualification levels of the candidates which make them eligible for the salary exception. Any supporting documentation shall be filed in the successful candidate's personnel file.

B. One full year of credit will be given for every year of full-time teaching experience or experience as a counselor or librarian at the postsecondary level calculated as three (3) quarters equals one (1) year for full-time experience, and one hundred sixty-five (165) classroom hours equals one (1) quarter for part time.

C. One full year of credit will be given for each full year of related experience other than postsecondary teaching.

D. Credit for experience will be given in one year increments only.

Section 4. Initial Placement Beyond Column A. Relevant and related courses and experience which is beyond Section 2 or 3 above may be credited toward initial column placement on the basis of 15 credits (or equivalent) equals one column. Any credits established which do not total units of 15 may be applied toward future column advancement. An earned doctorate shall automatically qualify for placement at Column H.

CONTRACT YEAR

Individual faculty contracts, consistent with Board-approved calendar, shall be 177 days. Contract days beyond 177 shall be compensated at 1/177 of the annual salary. The Federation shall be notified in writing prior to any adoption or modification to the Board-approved calendar.

ADVANCEMENT ON THE SALARY SCHEDULE FOR ALL FACULTY

Section 1. Availability of Funds. Any increase in compensation provided in this Agreement shall be contingent upon the legislature appropriating funds specifically for the compensation increase or specifically appropriating funds for such purposes in the operating budget. Any provision in this Agreement pertaining to compensation shall be subject to subsequent modification by the legislature.

Section 2. Step Advancement. A full-time faculty member shall receive a one step advancement on the salary schedule at the beginning of a new contract year provided the following requirements are met:

A. At least two-thirds (2/3) of a full academic year (two of three quarters) of employment has been completed after placement in the present step.

B. At least fifteen professional improvement credits, as described herein, have been earned during the previous five (5) year period.

C. There is another step on the schedule to which an advancement can be made.

Section 3. Column Advancement. A faculty member shall be granted advancement to the next higher column upon the completion of fifteen (15) approved professional improvement credits. Credits earned since placement in the instructor's present column and for which official records are now in the individual's personnel file and remaining credits from previous advancement, or for which administrative approval has been tentatively granted prior to the activity in anticipation of this schedule, shall be counted.

PROFESSIONAL IMPROVEMENT CREDITS

Section 1. The Federation shall establish whatever procedures it deems necessary to define professional improvement credits, and to set the criteria that will be used in granting such credits. Any changes in procedures or criteria from those presently on file shall immediately be filed with the dean of instruction, dean of students, education director GHEC and the college president's office. Such criteria shall be districtwide and shall be consistent with the following:

A. Activities must be related to the actual or potential assignments of the academic employee.

B. Activities must be beyond the normal contractual duties of the academic employee.

C. Activities related directly or indirectly to Federation business shall not qualify.

D. All activities must be processed through the Federation in advance consistent with Section 3 below.

E. Such activities must be acceptable and consistent with standards and criteria of the state hypothetical salary schedule for purposes of generating credit.

Section 2. Professional activity credits shall be available to all full-time academic employees and be evaluated in a fair, equitable and consistent manner, regardless of their membership in or out of the Federation or college assignment.

Section 3. All professional activity credits screened, processed, and recommended by the Federation are to be submitted for final approval to appropriate dean/education director on forms available from the professional improvement committee chairman on each respective campus and such forms shall be provided by the college to the committee. All documentation verifying the completion of the approved professional activity credits are to be submitted to the personnel office by September 8 following the completion of the activity credit to be counted for salary placement for that year. Transcripts verifying completion of college courses must be submitted within one year of completion of the courses. Verification for all other professional improvement activities must be submitted within one year of the completion of the activity. If transcripts and/or verification for PIC activity are not received in the personnel office within one year of the activity taking place, another request form must be submitted to and approved by the college PIC committee. Activities submitted by the Federation shall be denied only to the extent that they are inconsistent with Section 1.a. through 1.e. above.

FUTURE SALARY ALLOCATIONS

Section 1. Full-time. The next legislatively authorized funds that become available to the District for salary increases and/or step and column advances shall be distributed prospectively to currently employed faculty in the following manner or as otherwise mutually agreed if permissible under the authorization:

A. Payment from full-time faculty generated funds of earned column advances for 1985-86, 1986-87, and 1987-88 (if applicable) academic years.

B. Up to fifty percent (50%) of the remaining full-time faculty generated funds shall be used to pay earned steps for 1985-86, 1986-87, and 1987-88 (if applicable). If the money available does not cover the entire cost of the steps the money shall be distributed equally among the faculty who have earned step advancements.

C. The remainder of the full-time faculty generated funds shall be applied to the base salary.

If the above distribution system is legally prohibited, then this section shall be reopened.

Section 2. Part-time. The next legislatively authorized funds that become available to the District for salary increases and/or step and column advances shall be distributed in the following manner or as otherwise mutually agreed if permissible under the authorization:

A. Up to fifty percent (50%) of the part-time faculty generated funds shall be used to begin the development of a salary schedule for part-time faculty which shall recognize credit/contact hours, office hours, and experience.

B. The remainder of the part-time faculty generated funds shall be applied to the hourly rate for credit and contact hours.

If the above distribution system is legally prohibited, then this section shall be reopened.

PART-TIME SALARIES

METHOD OF CALCULATING SALARIES FOR PART-TIME FACULTY DURING REGULAR 177 DAY INSTRUCTIONAL YEAR

A. Non-instructional faculty (such as counselors and librarians) - Such faculty shall be paid pro rata from the full-time salary schedule on the basis of thirty-five (35) hours per week as the reciprocal and shall be eligible for advancement on the full-time salary schedule on a pro rata basis.

B. Instructional Faculty -

1) Such faculty shall be paid in accordance with the contractual part-time rate for each contact hour.

2) Paid office hours in addition to contact hours may be scheduled to best serve the interests of students and the District; provided, however, part-time instructors in the daytime program (excluding short-term substitutes) whose credit-contact hour basis is one for one shall be contracted for and perform as office hours a minimum of one-half (1/2) hour for each of the first ten (10) such credit/contact hours per week.

METHOD OF CALCULATING EXTENDED CONTRACT COMPENSATION FOR ALL FACULTY

A. Non-instructional faculty (such as counselors, librarians, division chairman, and instructional faculty who are advising) - Pro rata from full-time salary schedule (using thirty-five (35) hours per week as the basis for full-time) for the time covered by the extended contract.

B. Instructional Faculty -

1) Pro rata from the full-time salary schedule (using thirty-five (35) hours per week as the basis for full-time) if:

(a) The full-time program is conducted during the summer months at the Garrett Heyns facility.

(b) Part of an instructional program which is continuous through a period greater than three (3) academic quarters and the same level of effort by students and faculty is required during the period of the extended contract as during the regular year.

2) Instructional faculty not covered by 1a and 1b above, will be paid as part-time faculty

OTHER

A. Individual contracts with faculty members will not cover a time period in more than one fiscal year.

B. The District continues to reserve the right to exceed the basis of calculation described herein where in its discretion such exception serves the best interest of the colleges.

REOPENER

This appendix may be reopened in the event that funds for such purposes are increased or reduced by the legislature and/or Governor of the State of Washington.

APPENDIX B-1

COMMUNITY COLLEGE DISTRICT 12
FULL-TIME FACULTY SALARY SCHEDULE
FOR 1986-87 ---- 19830 BASE
Eff. 9/1/86

GROUP #	A INITIAL	B +15	C +15	D +15	E +15	F +15	G +15	H DOCTORATE
1	19830	20409	20992	21575	22156	22739	23320	24202
2	20534	21115	21698	22279	22860	23443	24025	24920
3	21237	21820	22403	22984	23565	24146	24731	25642
4	21943	22528	23109	23690	24271	24852	25435	26359
5	22649	23232	23813	24394	24977	25558	26139	27079
6	23355	23938	24519	25098	25681	26264	26847	27787
7	24059	24642	25225	25804	26387	26968	27551	28517
8	24765	25346	25929	26510	27091	27676	28257	29235
9	25471	26052	26635	27214	27797	28380	28963	29955
10	26177	26758	27339	27920	28503	29084	29669	30674
11	26883	27464	28045	28628	29209	29790	30373	31394
12	X	X	28749	29332	29915	30496	31077	32112
13	X	X	X	30038	30619	31200	31783	32832
14	X	X	X	X	X	X	X	33552

A-1 Base equal 19830 Part time rate = 18.59 per contract hour

COMMUNITY COLLEGE DISTRICT 12
FULL-TIME FACULTY SALARY SCHEDULE

GROUP #	A INITIAL	B +15	C +15	D +15	E +15	F +15	G +15	H DOCTORATE
1	1.0000	1.0292	1.0586	1.0880	1.1173	1.1467	1.1760	1.2205
2	1.0355	1.0648	1.0942	1.1235	1.1528	1.1822	1.2116	1.2567
3	1.0710	1.1004	1.1298	1.1591	1.1884	1.2177	1.2472	1.2931
4	1.1066	1.1361	1.1654	1.1947	1.2240	1.2533	1.2827	1.3293
5	1.1422	1.1716	1.2009	1.2302	1.2596	1.2889	1.3182	1.3656
6	1.1778	1.2072	1.2365	1.2657	1.2951	1.3245	1.3539	1.4013
7	1.2133	1.2427	1.2721	1.3013	1.3307	1.3600	1.3894	1.4381
8	1.2489	1.2782	1.3076	1.3369	1.3662	1.3957	1.4250	1.4743
9	1.2845	1.3138	1.3432	1.3724	1.4018	1.4312	1.4606	1.5106
10	1.3201	1.3494	1.3787	1.4080	1.4374	1.4667	1.4962	1.5469
11	1.3557	1.3850	1.4143	1.4437	1.4730	1.5023	1.5317	1.5832
12	X	X	1.4498	1.4792	1.5086	1.5379	1.5672	1.6194
13	X	X	X	1.5148	1.5441	1.5734	1.6028	1.6557
14	X	X	X	X	X	X	X	1.6920

APPENDIX B-2

COMMUNITY COLLEGE DISTRICT 12

For activities during
the 1986-87 Contract year

Special Assignments Salary Schedule
Eff. 9/1/86 (19830 Base)

EXTRACURRICULAR REIMBUREMENT		1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
PEP STAFF ADVISOR	FACTOR	0.02795	0.03000	0.03210	0.03420	0.03625
	AMOUNT	554	595	637	678	719
GROUP I	FACTOR	0.04658	0.05000	0.05350	0.05700	0.06042
Asst Tennis Coach	AMOUNT	924	991	1061	1130	1198
GROUP II	FACTOR	0.05883	0.06225	0.06567	0.06908	0.07258
Drama Director, music (voice), Intramurals, Assistant Baseball & Basketball Coaches	AMOUNT	1167	1234	1302	1370	1439
GROUP III	FACTOR	0.07258	0.07692	0.08125	0.08567	0.09000
Music (instrumental), Women's Volleyball, Head Tennis Coach.	AMOUNT	1439	1525	1611	1699	1785
GROUP IV	FACTOR	0.08742	0.09217	0.09692	0.10167	0.10642
Wrestling Coach, Women's Basketball	AMOUNT	1734	1828	1922	2016	2110
GROUP V	FACTOR	0.12117	0.12742	0.13358	0.13983	0.14608
Head Basketball Coach, Head Baseball Coach.	AMOUNT	2403	2527	2649	2773	2897

Note: It is agreed that the above extra duty activities are separate from a faculty member's normal duties and therefore exempt from tenure application. It is further agreed that nothing in this schedule shall be construed to require the employer to

APPENDIX "C"

SPECIAL PROVISIONS FOR FACULTY MEMBERS ASSIGNED TO GARRETT HEYNS EDUCATION CENTER

Faculty members at the Garrett Heyns Education Center are hereby recognized as members of the unit and subject to the terms and conditions of this Agreement as modified below:

A. The commitments of the Employer regarding meeting rooms (Article II, Section 4), Federation business (Article II, Section 9) and use of Facilities (Article II, Section 10) shall be applicable only to the extent that they are consistent with the rules and regulations which from time to time may be promulgated by the management at the Correction Center.

B. A personnel file check-out system for faculty members of the Garrett Heyns Education Center is hereby created.

C. The provisions of Appendix "A" shall apply to Garrett Heyns Education Center faculty members to the extent consistent with specific modifications contained in paragraph I below and Chapter 282, Laws 1977, 1st Ex. Session. "Sufficient cause" shall include failure to abide by the established rules of the Correction Center.

D. For purposes of applying Appendix "A", seniority shall be deemed to be the most recent period of continuous service at Garrett Heyns Education Center.

E. The representative of the Employer at the Step One Level of grievances (Article VIII) shall be the educational director.

F. The contract year (Appendix "B", Section II) for faculty members at Garrett Heyns Education Center shall be 177 days.

G. One Garrett Heyns Education Center academic employee shall be allowed to leave early for the purpose of attending the monthly Federation meeting provided that suitable arrangements have been made to cover the assignment missed. A second GHEC faculty member will be released early if that person is an officer in the Federation.

H. It is understood that teaching assignments for the summer session shall be on a voluntary basis.

I. The provisions of Appendix "A" will apply in their entirety except that the composition of the Tenure Review Committee of Dismissal Review Committee shall be two tenured faculty members and one administrator on each committee.

J. The provisions of Appendix F, Instructional Load Standards for Full-time Academic Employees, shall not be applicable to employees assigned to Garrett Heyns Education Center.

K. Garrett Heyns faculty shall have one (1) personal in-service day each academic year for professional development. Faculty shall request use of the personal in-service day at least (7) days in advance.

APPENDIX "D"

SABBATICAL LEAVE POLICY

Section 1. Purpose. The purpose of sabbatical leave is to benefit Community College District XII and its students by providing full-time faculty employees with the opportunity to engage in activities leading to professional growth and revitalization. Such leave would allow eligible employees an extended period of time free from normal contractual obligations to pursue legitimate professional goals. This purpose is consistent with the provisions of 28B.10.650 RCW entitled "Remunerated professional leaves for faculty members of institutions of higher education" as now exists or is hereafter amended, and with this District's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities. The sabbatical leave policy shall begin with the 1987-88 academic year.

Section 2. Eligibility. Sabbatical leave may be granted for one, two or three consecutive quarters after completion of six (6) years of full-time contractual service as a professional faculty employee of Community College District XII. Employees awarded three quarters of sabbatical leave will be eligible for an additional award after completion of a new six (6) year period of full-time employment as a faculty member. Employees who are awarded leaves of less than three quarters retain their remaining entitlement and will qualify for additional entitlement at the rate of one quarter for each two-year period of full-time employment as a faculty member, not to exceed three quarters of entitlement.

Section 3. Approval. All sabbatical leaves require the approval of the Board of Trustees upon the recommendation of the college president. The number of sabbatical leaves approved by the Board shall not exceed two faculty members per college and one faculty member for the Garrett Heyns Education Center in any quarter of any academic year. The number of leaves granted shall be subject to budget restraints. Sabbatical leaves at the Garrett Heyns Education Center will be subject to the approval of the Department of Corrections and specifically the approval of use of Department of Corrections funds for professional paid leaves.

Section 4. Compensation. Compensation shall be computed at the rate of up to four percent (4%) of salary per quarter of full-time equivalent service exclusive of summer quarter (unless summer quarter is part of the annualized workload). Experience at other state-supported community colleges credited upon hiring in District XII shall be allowed in the computation of sabbatical compensation. A maximum of eighteen (18) quarters shall be counted, resulting in a maximum compensation of seventy-two percent (72%) of a salary, or the maximum available under law, if that be less. In the event that four percent (4%) per quarter cannot be realized, each recipient shall receive that same percentage compensation per quarter service.

Section 5. Procedure.

A. A separate committee at each college and the Garrett Heyns Education Center will be established to accept and review sabbatical leave requests. The committees at the two colleges will be comprised of the dean of instruction and the dean of students/educational services. The committee at the Garrett Heyns Education Center will be comprised of the education director and the assistant education director. Each committee shall also include two faculty members (one academic, one vocational) appointed by the appropriate President after receiving recommendations by the faculty.

B. An application for sabbatical leave, which will include reasons for requesting the leave and a detailed sabbatical leave plan must be submitted to the Committee by January 15 of the academic year prior to taking leave. The college president(s) or education director will recommend candidate(s) for sabbatical leave awards to the District XII Board of Trustees after giving reasonable consideration to the recommendations of the Committee. The award or denial of sabbatical leave grants are not grievable under any grievance procedures included in the contract between the faculty bargaining unit and the college's Board of Trustees.

C. Sabbatical leave shall be awarded according to the following criteria:

1) The value of the proposed activity to the enhancement of the instructional program of the college.

2) The value of the proposed activity to the professional growth and development of the applicant.

3) The past contribution of the applicant (years of service, range of service, quality of service), to the college.

D. Any sabbatical award is subject to:

1) The ability of the College to employ a qualified replacement for the faculty member requesting the sabbatical, and

2) The availability of funds.

E. Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements will be established by the Committee prior to the institution of the sabbatical leave program.

Section 6. Leave Contract. When the Board of Trustees grants a sabbatical leave, the recipient shall sign a contract with the college specifying:

A. The length of sabbatical leave.

B. The amount of sabbatical payment.

C. A commitment to perform according to the approved sabbatical leave plan.

D. That the recipient will return to employment with the college following his or her completion of such leave and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of the signed agreement (contract) will constitute an obligation of the recipient to repay to the institution any remuneration received from the institution during the leave. Application of a reduction-in-force will take precedence over any sabbatical leave agreement and/or procedure.

E. That the recipient, upon return, will submit a written report to the college president or education director summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in professional assignments. A report of completed professional development activity must also be submitted to the Committee.

F. Non-compliance with terms of the leave contract will be dealt with according to 28B.10.650 RCW.

Section 7. Employee Rights. The time spent on sabbatical leave shall be recognized as equivalent to time spent as a full-time academic employee of the District, excepting sabbatical leave entitlement.

APPENDIX "E"

EARLY RETIREMENT

The Board of Trustees may grant, upon request, incentives for early retirement when it is beneficial to both the College and the faculty member. Examples of such incentives may include the following:

A. Phased Early Retirement. The Phased Early Retirement Option provides for reduced load employment following an employee's retirement from his/her full-time appointment. Where an employee's application for this option is approved by the Board of Trustees, he/she shall enter into an agreement with the College in which the employee makes an intentional, intelligent and voluntary waiver of any and all tenure rights and the College agrees to employ the employee on a reduced load for a time certin in the future. All terms of such arrangements shall be specified in written agreement between the College and the employee.

B. Complete Early Retirement. The Complete Early Retirement Option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation for service at a time earlier than that required by law. Where an employee's application for this option is approved by the Board of Trustees, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. The amount and method of such payment shall be as mutually agreed upon by the College and the employee. Payment under this option shall not be reported as wages by the employer but must be reported as ordinary income by the employee for the year in which received. Such payment shall be excluded in any calculation regarding retirement benefits. The written agreement will include a schedule of payment(s). No payment will be made after age seventy (70). Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased employee.

C. Other Early Retirement Options. Other Early Retirement Options not covered above may be implemented at any time upon written mutual agreement between the academic employee and the Board of Trustees.

APPENDIX F

INSTRUCTIONAL LOAD STANDARDS FOR FULL-TIME FACULTY

A. The instructional loads defined below are designed to describe existing workload standards at South Puget Sound Community College and Centralia College. It is not intended to provide either a general workload increase or a general workload decrease. It is understood that further refinements of workload standards are desirable dependent upon such variables as the future structure of the District, equity considerations, student/faculty ratio considerations and state funding considerations.

Accordingly, documentation of the application of workload standards shall be maintained and made available to the parties. This appendix shall be reopened spring quarter, 1988, to negotiate workload standards to become effective fall quarter, 1988.

Any disputes regarding workload prior to fall quarter, 1988, shall be processed with notification to the Federation directly at the Step Two of the grievance procedure which shall be the exclusive and final step.

B. The assignment of instructional load for faculty is the responsibility and authority of the appropriate dean/administrator.

C. Instructional Load Standards

Faculty shall normally be assigned within a range of forty-one (41) to forty-nine (49) "instructional units" per academic year.

Instructional units shall be computed for the modes of instruction as follows:

1) Lecture (1.0 instructional unit)

One contact your per week shall equal 1.0 instructional unit for classes where the credit hours equal or exceed the weekly contact hours.

2) Laboratory (.50 instructional unit at South Puget Sound Community College; .60 instructional unit at Centralia College)

One contact hour per week shall equal .50 or .60 instructional units as above for classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour.

3) Clinical (.40 instructional unit)

One contact hour per week shall equal .40 instructional unit for classes requiring more than two (2) weekly contact hours for each credit hours.

D. Other Provisions

1) Counselors and librarians holding full-time faculty appointments who from time-to-time are assigned to instruct classes in the District shall do so during their weekly hours.

2) Faculty may be assigned additional instructional units above the norm in order to meet the state formula funded student/faculty ratio for the instructional assignment. In no case shall the total assignment exceed thirty-five (35) hours per week, including office hours.

3) All faculty will schedule at least five office hours per week at a time convenient to students and approved by the appropriate dean/administrator.

4) Instructional unit credit for situations which are not covered by one of the modes of instruction (e.g., individualized instruction, field supervision, cooperative education, small business, farm management, team teaching) shall be determined on an individual basis by the appropriate dean/administrator.

5) Nothing in this appendix shall be construed to alter the full-time work assignment otherwise established in Article VI, Section 7 and Appendix A, Section 2.J.

Wt.

AGREEMENT

between

The Wenatchee Valley College
Board of Trustees

and

The Wenatchee Valley College
Association of Higher Education

Wenatchee
Valley
College
A Good Choice

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July 1, 1985

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AGREEMENT

Between

The Wenatchee Valley College
Board of Trustees

and

The Wenatchee Valley College
Association of Higher Education

This Agreement is by and between the Board of Trustees of Community College District No. 15, hereinafter called the "Employer" and the Wenatchee Valley College Association for Higher Education, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association". The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

ARTICLE 1 - RECOGNITION

1.1 Negotiating representative. The Employer hereby recognizes the Association as the exclusive negotiating representative for all Community College District No. 15 academic employees as defined in RCW 28B.52 and/or subsequent legislation. Excluded from the bargaining unit are classified employees, administrators, student employees, and non-academic exempt employees. An excluded category or group having a common community of interest may be added to the bargaining unit consistent with RCW 28B.52 and/or subsequent legislation.

1.2 Meetings. The Employer agrees that meetings in good faith will be held with the Association prior to adding any work assignment which would have the effect of exempting such individual from the bargaining unit. Excluded from such application shall be situations involving a bona fide promotion to an administrative position.

1.3 Disagreements. All disagreements pertaining to the interpretation and application of the bargaining unit shall be subject to the grievance procedure contained herein.

ARTICLE 2 - ASSOCIATION RIGHTS

2.1 Use of Buildings. The Association and its representatives shall have the right to schedule the use of district buildings to transact lawful Association business, provided there is no interference with normal scheduling procedures and further provided that no additional cost is incurred by the Employer.

2.2 Use of Equipment. The Association shall have the right to reasonable use of district-owned or rented office equipment on site when such equipment is not otherwise in use. The Association agrees to pay for the actual cost of all materials, supplies, and charges incidental to such use.

2.3 Communications. The Association and its affiliates shall have the right to use Community College District No. 15's internal mail service and academic employee mail boxes for communications purposes.

2.4 Association Notices. The Association and its affiliates shall have the right to post notices of activities and matters of Association concerns on district No. 15's bulletin boards.

2.5 Access to Information.

A. To assist the Association in carrying out its role as the bargaining agent for academic employees, the Employer, upon request, shall furnish to the Association information in the same form available to the general public.

B. The district president shall make available to the AHE president a listing of State Board for Community College Education memos every two weeks and a copy of any SBCCE memo upon request.

2.6 Administrative Procedures Act Hearing Notices. All notices of hearings conducted under the Administrative Procedures Act procedures shall be provided to the Association consistent with APA terms.

2.7 Board Meetings.

A. An Association representative or agent shall have the right to attend all regular and special meetings of the Board and submit items for the agenda consistent with the Board of Trustees Bylaws. Any matter of business or correspondence must be received by the President's office by noon, six days before the meeting in order to be included on the agenda.

B. Nothing in this section shall be construed to diminish the right of the Board of Trustees to hold closed executive sessions excluding the Association representative or agent within the guidelines established by law.

C. Nothing herein shall be construed to limit the Board at any meeting to transact business which it is lawfully authorized to conduct.

2.8 Academic Employee List. The Employer agrees to provide to the Association, within the first month of each academic year, the names, addresses, and telephone numbers (provided such numbers are publicly known) of all full-time academic employees. A list of part-time employees shall be provided to the Association quarterly.

2.9 Payroll Deductions.

A. The Employer shall provide Wenatchee Valley College's AHE membership dues deductions through existing automatic payroll authorization procedures. Written authorization must be provided by academic employees so affected. Prescribed dues deductions shall be continuous thereafter. Such deductions shall be remitted to the authorized Association representative.

B. Revocation of membership payroll deductions shall be made in writing to the Association on a form available from the Association between the beginning of the academic year and November 1, and shall become effective at that time. The Association shall submit notice of any revocation to the district No. 15 payroll office.

C. The Employer agrees to provide, upon receipt of authorization from an academic employee, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law and OFM regulations.

D. The Association agrees to indemnify the Employer and hold it harmless against any suit or liability for damages that shall arise out of action taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

2.10 Distribution of Contract. Within thirty days following ratification and signing of this Contract, the district shall print and distribute to all members of the bargaining unit copies of this Contract. Ten additional copies shall be provided to the Association. All new academic employees new to district No. 15 shall be provided a copy of the Contract by district No. 15 upon issuance of their individual contract and such Contract shall be available to all applicants for positions within the bargaining unit.

2.11 Association Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on district property at all times provided there is no interruption of the normal operations of the College.

2.12 Association Representation.

A. The Association shall have the right to send one representative to legislative committee hearings, SBCCE meetings, or Association regional or state-wide meetings/conferences.

B. Instructors involved should plan classes in such a way so that a substitute is not required. The Association agrees to pay for the cost of any substitute that may be necessary, in the judgement of the College administration, to fulfill the representative's assignment during the individual's absence.

C. Travel and related expenses shall be borne by the Association.

2.13 Association/Employer Meetings.

A. The Employer agrees that its representatives shall meet with representatives of the Association upon request for the purpose of reviewing the administration of this Agreement. These meetings shall not bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement.

B. Both parties shall submit an agenda of items they wish to discuss and minutes of such meetings shall be distributed to all participants and members of the Board of Trustees.

C. It is agreed that neither party shall have more than three representatives at such meetings and neither party shall have any control over the selection of the representation of the other party.

D. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

ARTICLE 3 - ACADEMIC EMPLOYEE RIGHTS

3.1 Individual Rights. Nothing contained within this Contract, Community College District No. 15 policy, rule, or regulation shall be construed to deny or restrict to any member of the bargaining unit rights applicable under the law of the State of Washington and of the United States.

3.2 Right to Due Process.

A. No academic employee shall be reprimanded, disciplined or reduced in compensation or suspended without just cause.

B. In any event, any charges which are made shall be reduced to writing and made available to the academic employee.

C. An academic employee shall have the right to have one individual of his/her choice present when being formally reprimanded or disciplined.

D. This section shall not be applicable to matters handled in accordance with Appendix B.

3.3 Safe Working Conditions. The Employer agrees to make every reasonable effort to ensure safe and non-hazardous working conditions.

3.4 Staff Lounge. All academic employees shall continue to have the right to use the staff lounge provided by the Employer during the duration of this Contract.

3.5 Academic Employee Protection. The Employer shall provide liability protection in accordance with the tort/claim procedures of the State of Washington.

3.6 Travel Expenses and Reimbursements.

A. Academic employees unable to use district-owned or leased vehicles will be reimbursed at the maximum rate permitted by statute and OFM regulations from the site of primary work assignment. Reimbursement shall include round-trip costs if the academic employee's assignment requires the return to the usual work place on the same day; or it may include additional one-way mileage which is required to fulfill duties at a secondary location.

B. Contingent upon prior approval by the college administration, the Employer shall reimburse at the maximum allowable rate an academic employee for travel and expenses to attend workshops, seminars, or courses in accordance with OFM regulations.

3.7 Tuition and Fee Waivers. The Employer shall waive tuition and fees for full-time academic employees subject to the following conditions.

A. Eligible employees will be required to pay a $5.00 non-refundable records fee per quarter plus any special course fees.

B. Eligible employees may enroll in classes on a space-available basis only. Registration will take place for employees wishing to participate after the close of the last open enrollment period each quarter. During the first week of classes, a student wishing to enroll in a class who pays full fees may bump the employee from the course.

C. An employee enrolling in a Community Service course must pay the full fee charged for that course.

D. Procedures will be set up with the college admissions office to record enrollment information for employees participating under this program. This information will be kept separate from other student enrollment and excluded from budget-related statistics.

E. Courses taken under the provisions of this section may not apply for salary advancement unless they are a part of a previously approved professional improvement plan consistent with the salary advancement guidelines herein.

F. There is no limit regarding the number of courses per quarter an employee may take.

G. Modification of schedules to participate in such activities shall be approved by the dean.

H. No new or additional courses or course sections will be created for the purpose of accommodating enrollments of students enrolled on the basis of waivers under this section.

3.8 Parking Facilities and Keys.

A. The Employer agrees to provide oncampus parking for all members of the bargaining unit at a cost equal to that charged to students and other employees or at an annual cost equal to 250% of the quarterly fee (up to three vehicles.)

B. The Employer will make available to members of the bargaining unit the required key(s) necessary to perform the individual's job. Charges for replacement keys will be $2.00 per key.

3.9 Copyrights and Patents.

A. The ownership of any materials, invention, or processes developed solely by an academic employee's individual effort and expense shall rest in the academic employee and be copyrighted or patented, if at all, in his/her name.

B. The ownership of any materials, invention, or processes produced solely for the district and at district expense shall rest in the district and be copyrighted or patented, if at all, in its name.

C. In those instances where materials, inventions, or processes are produced by an academic employee with district support, by way of the use of significant personnel time, facilities, or other district resources, the ownership of the materials, invention, or processes shall rest in (and be copyrighted or patented by, if at all,) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall rest in the district.

3.10 Staff Manual. All members of the bargaining unit shall be supplied a copy of the district's staff manual. All district policies, procedures, and regulations, including WAC's, referred to in this Agreement, shall be included in the staff manual on a timely basis.

3.11 Personnel Files.

A. Copies of materials in the official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, (includes access by appropriate committees concerned with tenure, probation, salary schedule placement and evaluation) normal administrative requirements, or when otherwise required by law.

B. Each academic employee shall have access to his/her own personnel file during normal working hours and/or may designate in writing a representative of his/her choice for such access.

C. An academic employee shall be notified of any requests, either oral or written, for access to his/her personnel file other than those authorized in this section. These requests will be honored only after written authorization is received by the personnel office from the employee.

D. Derogatory materials may be placed in the personnel file after allowing opportunity for them to be read by the academic employee and allowing him/her to append to it answers to any charges, complaints, or statements involved.

E. Materials in the personnel file may be used as justification for notifying an academic employee that he/she is being considered for dismissal for cause for specific reasons and that he/she will have a specified period of time to take corrective action. Only materials placed in the personnel file following such notification may be used in subsequent dismissal action. At the conclusion of the specified period, a second notification will be made indicating the matter to be closed or indicating future action to be taken by the college.

F. All materials related to vocational certification and professional improvement plans shall be kept in the office of the appropriate dean. Access to these files shall be according to the same procedures as official personnel files.

3.12 Academic Freedom.

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon prior understanding with the appropriate administrator and subject to all policies of the district.

B. The teacher is entitled to freedom in the classroom in discussing his/her subject but should be careful not to introduce controversial matter which does not pertain to the subject being taught.

C. The college teacher is a member of a learned profession and of the educational institution and, at all times, should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

3.13 Assignments of Academic Employees.

A. The Employer shall provide faculty with tentative specific assignments sufficiently in advance to ensure adequate preparation and planning.

B. Any reassignment or alteration of assignment shall be provided through prior consultation with the affected faculty member if possible and be consistent with all provisions of this Agreement.

C. The employer shall attempt to complete such consultation during contracted days. Subsequent consultation which may be necessary will be done in person or by phone unless the employer is unable to contact the academic employee, in which event the employer will attempt to achieve consultation through notification of the academic employee by registered mail (return receipt requested).

3.14 Citizenship, Nondiscrimination, Personal Life.

A. Academic employees shall be entitled to full rights of citizenship.

B. Unless based upon a bona fide occupational qualification, there shall be no discipline or discrimination with respect to the employment of any person because of such person's domicile, political activity or lack thereof, or any lawful activity on behalf of the Association. The prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

C. The private and personal life of any employee is not within the appropriate concern or attention of the Board of Trustees.

D. Nothing contained herein shall be construed to deny or to restrict from any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

ARTICLE 4 - PRIOR PRACTICE

4.1 Remain in effect. Any practices or conditions not specified in this Agreement shall remain in effect for the duration of this Agreement except as changed after consultation by the Association/Employer Committee.

4.2 Changes. It is agreed that in the event the change in a prior practice is challenged through the Grievance Procedure, the burden of proof that there is a valid management reason to change the prior practice shall rest with the Employer.

ARTICLE 5 - ACADEMIC SUPPORT FACILITIES

5.1 Facilities and equipment. Consistent with budgetary and instructional priorities adopted by the Board, facilities and equipment shall be made available to ensure that academic employees can safely perform their professional assignments.

5.2 Office. All full-time academic employees shall be provided an office equipped with standard office equipment.

5.3 Condition. The Employer agrees to maintain all district facilities in a clean, safe, and healthful condition.

ARTICLE 6 - ACADEMIC EMPLOYEE TRAINING PROVISIONS

6.1 Inservice Training.

A. In the event changes in district program would have the effect of displacing existing tenured academic positions, the Employer shall provide retraining assistance to academic employees so affected, if retraining is appropriate, as long as at least one quarter (3 months) lead time is given.

B. Such assistance will require the preapproval of the appropriate administration and shall in total for all academic employees so affected not exceed $5,000 during the life of this Agreement.

C. The primary responsibility for seeking and obtaining such retraining shall rest with the academic employee.

6.2 Academic Employee Development.

A. The dean of instruction shall encourage each teaching faculty member who holds less than a master's degree to seek such a degree. In this regard, the dean shall encourage class offerings from senior institutions to be taught in Wenatchee and will foster the use of non-institutional grants for summer completion of master's programs.

B. Faculty members not subject to vocational certification shall have earned a master's degree by September, 1987, as a condition of employment. No faculty member of this type will be employed without a master's degree.

6.3 Curriculum Development.

A. Instructors at Wenatchee Valley College will not be contracted for more than two months in addition to the academic year contract.

B. Curriculum review and development shall be the responsibility of the faculty member unless supported by special college grants.

ARTICLE 7 - GOVERNANCE

7.1 Institutional Priorities.

A. The district recognizes the desirability for the faculty to provide input into the process of governance of the district. The Board of Trustees of the district agrees to annually review institutional priorities and organization, including, but not limited to, curriculum, instruction, athletic programs, student activities, capital improvements, maintenance, and administration, before the annual budget is developed.

B. The administration shall submit at least once annually recommendations as to any change in the statement of priorities and organization 30 days prior to the date set for review by the Board of Trustees. The review of priorities shall be accomplished by January 31 of each year by the Board of Trustees and updated as required.

C. Faculty input into the administration's recommendation concerning the annual review of priorities shall be solicited by the President and then incorporated into the presentation to the Board of Trustees.

D. Major budgetary planning shall be handled in the same manner and accomplished by April 30.

E. The procedure for developing input from the faculty shall be accomplished through the division chair structure and the Instructional Council.

F. If any faculty division is not satisfied that its concerns are adequately or accurately reflected in the administration's recommendation concerning the annual review of priorities, organization, or budget, then the division chairman of that faculty division shall submit an independent recommendation, in writing, to the Board of Trustees prior to the date set for annual review of priorities, organization, or budget by the Board. The Board may accept either the recommendation of the administration, the recommendation of the division chairman, or act in any manner which it deems most beneficial to the district.

7.2 Major Policy Decisions.

A. In addition to the above procedure concerning the review of priorities, organization, and major budget review, any faculty member may make an alternate recommendation to the administration's recommendation on any major policy decision in writing to the Board, provided the faculty member first attempts in good faith to have his recommendation incorporated into the administration's recommendation, and provided further that his alternate recommendation is sent to the Board secretary at least 24 hours prior to any regularly scheduled Board meeting.

B. Notice of the Board's intended action on any major policy issue shall be published four calendar days in advance of any scheduled Board meeting.

7.3 No Grievance Available. It is agreed that the failure to have any faculty recommendation accepted by the Board shall not be grievable.

7.4 Division Structure.

A. All faculty shall be organized into divisions or programs.

B. It is the intent of this contract to provide each academic employee with the opportunity to participate in the development of the budget, schedule, and program requirements for the areas which relate to that employee. The employee shall also participate in the selection of the division chair or program coordinator pertaining to the division or program relating to that employee.

7.5 Exemption. Decisions reached pursuant to the process defined in this Article shall be exempted from Article IV Prior Practice.

ARTICLE 8 - PART-TIME ACADEMIC EMPLOYEES

8.1 Part-time Academic Employees Definition.

A. A part-time academic employee shall be any academic employee who is contracted for less than a full-time contractual year.

B. Part-time employees who are contracted for a full load for one quarter, including class assignments and the other professional duties normally fulfilled by full-time faculty members, shall be compensated from the annual salary schedule on a pro rata basis.

C. Part-time employees who are annually contracted for less than a full load of classes and other professional duties normally fulfilled by full-time faculty members shall be paid from the annual salary schedule on a pro rata basis. Three or more consecutive part-time letters of appointment do not constitute an annual contract.

D. All other part-time employees shall be compensated in accordance with the part-time salary schedule.

8.2 Tenure Not Applicable. Part-time employees are not subject to tenure provisions of the State of Washington and are exempted from entitlement to any of the provisions of Appendix B.

8.3 Pro Rata Fringe Benefits.

A. Annually contracted part-time employees shall be entitled to fringe benefits provided by this Agreement on a pro rata basis consistent with applicable statutes.

B. Part-time academic employees compensated from the part-time salary schedule shall not be entitled to fringe benefits provided by this Agreement except as provided by law.

ARTICLE 9 - ECONOMIC PROVISIONS

9.1 Salaries. Salaries shall be provided in accordance with Appendix A.

9.2 Insurance.

A. The employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each eligible academic employee.

B. Academic employees shall have the opportunity to self-pay such contributions during leaves without pay, as provided by law.

C. All premiums in excess of the amount allowed by law shall be borne by the academic employee. Such premium shall be paid during the summer months for academic employees who are returning to work during the subsequent academic year.

9.3 Retirement. The Employer shall make available retirement options as provided by applicable state statutes.

9.4 Unemployment Benefits. The Employer shall provide unemployment benefits consistent with the applicable state statutes.

ARTICLE 10 - LEAVES

10.1 Personal Leave with Pay.

A. Academic employees shall immediately report to the appropriate dean any illness, physical disability, bereavement, or other emergency which prevents the performance of normal duties.

B. Personal leave may be taken under the following circumstances:

1. Illness, injury, or pregnancy of the academic employee.

   a. A physician's certificate of illness or injury satisfactory to the employing official may be required for approval of personal leave.

2. Bereavement in the academic employee's immediate family.

   a. Immediate family is defined as spouse, children, parents, siblings, parents-in-law, grandparents, or any relative living in the household of the academic employee.

   b. Normally such leave would be granted for a maximum of three days. Requests for extension may be considered.

3. Emergency leave with pay may be granted to faculty in accordance with the following provisions:

   a. Emergency leave is part of personal leave as herein defined and is normally not to exceed five days per faculty member per year.

b. The problem must have been suddenly precipitated or must be of such a nature that preplanning is not possible or when pre-planning could not relieve the necessity for the faculty member's absence.

c. The problem must be serious in nature and cannot be one of minor importance or of mere convenience.

4. Other personal leave may be preapproved by the administration for a maximum of two days per calendar year. Such leave is not deducted from personal leave records.

C. Personal leave granted for illness, injury, bereavement and emergencies shall be accumulated as follows:

1. Full-time academic employees under contract to be employed, or otherwise employed, for at least three quarters shall accumulate twelve days of leave, commencing with the first day on which work is to be performed. Ten of such days shall be deemed compensable and two shall be deemed non-compensable.

2. After the first three quarter period of employment, leave is accumulated at the rate of one day for each calendar month. Such leave shall be deemed compensable for any month during which the academic employee performs full-time contractual services. The remaining accumulation shall be deemed noncompensable.

3. Personal leave heretofore accumulated pursuant to law, rule, regulation, or policy by persons presently employed by the district shall be added to leave accumulated under this section. Such leave shall be deemed compensable for any month during which the academic employee performed full-time contractual services. The remaining accumulation shall be deemed non-compensable.

4. Personal leave accumulated at any community college or community college district within the state of Washington shall be transferred to Wenatchee Valley College upon employment at Wenatchee Valley College. If no leave has been accumulated at a community college district within the state of Washington, then up to thirty days of accumulated leave at any public educational unit in the state of Washington or in business, industry, vocational, or professional fields directly related to the person's assignment may be transferred to the Wenatchee Valley College district upon employment at Wenatchee Valley College.

5. Personal leave accumulated at Wenatchee Valley College prior to leaving the employment of the college shall be regranted to an employee if the employee is re-employed by Community College District No. 15.

6. Annually contracted part-time faculty members shall accumulate leave with full compensation for illness, injury, bereavement, and emergencies on the basis of one day per month for the first year of employment pro-rated to reflect the percentage of load. No accumulation shall be earned after the first year of employment. Leave earned prior to fall quarter, 1980, shall not be reduced. Leave earned under this section shall not be compensable for sick leave buyout purposes as defined in this article.

7. No deduction in pay will be made up to the total number of days of accrued personal leave. For emergency leave, bereavement leave, and the first two days of illness or injury in any calendar year, deductions from accrued personal leave shall be charged to any available non-compensable days until exhausted. Thereafter, charges shall be to compensable days. For all other personal leave, deductions from accrued leave shall be charged against compensable days until such account is exhausted. Thereafter, charges shall be to non-compensable days until exhausted. Persons absent beyond the total number of days of accrued personal leave shall have their pay deducted at the per diem rate of their annual contract for each day of absence.

8. Pursuant to applicable statute, each full-time employee's portion of sick leave allowance shall accumulate from year to year without limit. Employees may cash in unused sick days above an accumulation of sixty compensable days at a ratio of one full day's pay for each four full accumulated compensable sick leave days consistent with the following rules:

    a. Days cashed in on January 1 of each year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period.

    b. Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in. Retirement shall not include "vested out of service" employees who leave funds on deposit with the retirement system.

    c. No combination of circumstances shall result in more than one compensable day being earned per month.

9. At the end of each school year, each faculty member shall be notified of the amount of leave charged against each applicable category and the remaining accumulation.

D. If a substitute academic employee is required, arrangements will be made by the dean of instruction or the dean of student services. The substitute will be given a part-time hourly contract. Nothing herein shall be construed to require the district to provide substitutes or to compensate faculty members for replacing one another except in unusual circumstances approved by the dean.

E. Non-accumulative leaves may be granted for the following reasons:

1. Jury Duty.

   a. The academic employee may be excused from his/ her duties for jury service. Arrangements must be made with the appropriate dean.

   b. An academic employee on legal leave shall be paid his/her regular salary less the fees he/she receives for acting as juror.

   c. Such leave shall not be deducted from any other leave to which the member is entitled.

2. Military Leave.

   a. Military leave shall be granted consistent with the applicable federal statutes.

3. Maternity Leave.

   a. Maternity leave shall be granted for the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth.

   b. Accrued sick leave may be used during the temporary disability resulting from pregnancy. Sick leave may be utilized up to a maximum of 30 days or longer if verified with a physician's statement. The remaining time up to an aggregate of 180 days shall be considered leave without pay.

   c. Whenever possible, the employee shall attempt to return at the beginning of a quarter.

4. Dependent Care/Adoption Leave:

   a. Without pay. Leaves for such purposes may be granted without pay for a period not to exceed one quarter.

   b. With pay. Such leave may be utilized as emergency leave as defined herein.

10.2 Leaves Without Pay. Leaves for other reasons may be granted to full-time faculty members upon mutual consent for up to one year. Terms and conditions of such leaves shall be reduced to writing.

10.3 Professional Leave with Pay.

A. Professional leave is neither accumulative nor deductible from other leave to which the academic employee is entitled. It may be granted for, but is not limited to, the following purposes:

1. Attending meetings of professional organizations.

    a. Academic employees may be granted short-term leave with pay (not to exceed five days per academic year) to attend state and national meetings of their professional organizations if they serve as officers, members of committees, or if they are representatives of their local professional unit affiliated with such state or national organizations at such meetings.

2. Attending meetings of academic or occupational organizations.

    a. Academic employees shall be encouraged to attend state and national meetings or conferences of their academic disciplines or occupational specialties.

    b. The college may pay expenses for such meetings of conferences to the extent authorized by law and/or state regulations and within budget limitations.

3. Representing the Association at legislative committee hearings, SBCCE, FACC, and other appropriate meetings, and/or Association regional, state, or national meetings/conferences.

    a. The Association will bear the cost of travel and related expenses.

    b. For purposes of this section, the Association may utilize up to a total of five aggregate staff days per year.

B. Requests for approval of professional leave with pay must be submitted to the appropriate administrator at least two weeks prior to meetings/ conferences. Applicants shall be notified within five days of request if request is denied. Such notification shall include reasons for denial.

10.4 Sabbatical Leave.

A. Purpose. Sabbatical leave is an investment by the academic employees and by the institution in its programs and teaching efficiency. Such leave is granted for activities designed to

1. enhance the quality of the program of the institution,

2. make possible reassignment in the event of a program change,

3. improve the applicant's professional abilities in his/her assignment.

B. Eligibility. All full-time academic employees, as defined in this document, may apply for sabbatical leave after completing three consecutive academic years of full-time service at Wenatchee Valley College. Other factors determining eligibility are:

1. Relevance. In the actual selection of persons for sabbatical leave, primary consideration will be given to the relevance of the proposal to the purpose stated above. Thus, leaves may be taken for study, travel for professional development, research, writing, or any other activity designed to improve the academic employee's professional effectiveness.

2. Number. Provided that qualified candidiates apply and upon recommendation from the committee, at least two sabbatical leaves may be granted each year.

   a. In case of lack of qualified candidates for sabbatical leaves, one of the yearly leaves shall be converted into mini-grants ($1,000 to $1,500) for the purpose of professional study.

   b. Deadlines for application for mini-grants shall be March 1 with awards to be announced April 15. Recommendation of qualified candidates by the Sabbatical Leave Commmittee shall be on the same basis as for sabbatical leaves.

   c. Arrangement of time for the use of mini-grant monies shall preclude additions to contract salaries.

3. Effect. The continuity of the program within instructional departments or administrative units will be considered. To assure this continuity, the college will make a serious attempt to secure a replacement for the academic employee.

4. Grantee's Accumulation of Service. Upon return to Wenatchee Valley College, a full year grantee's accumulation of service for sabbatical leave shall begin at zero.

C. Application Procedures.

1. Applicants must submit a written request to the president not later than December 15 for the subsequent year's leave.

2. The written request must state the detailed plan for the proposed leave and its relevance to all aspects of Purpose as given above.

D. Selection.

1. Selection Committee.

   a. A selection committee will review all requests for sabbatical leave and make a recommendation to the president.

   b. The committee will be composed of the dean of instruction, who will serve as chairman, with voting rights; a second administrator appointed by the president; and three academic employees, at least one of whom shall be a vocational instructor, selected by the Association.

2. Recommendation to the Board of Trustees.

   a. The President will make a recommendation to the Board of Trustees for action at an official meeting in February.

   b. Primary considerations to the granting of sabbatical leave shall be:

      1) length of service at Wenatchee Valley College and

      2) how the proposed leave will serve the interest of the district.

3. Notification of Applicant. The President will notify the applicants in writing of the Board of Trustees' decision to grant or deny sabbatical leaves by March 1.

E. Contract and Compensation. Upon approval of the sabbatical leave request, a successful applicant shall sign a contract with Wenatchee Valley College specifying:

1. The length of the leave. Leave shall be no shorter than one quarter nor longer than three quarters.

2. The amount of compensation.

   a. For the purpose of determining compensation for sabbatical leave, all persons applying will be placed on the Wenatchee Valley College Academic Employee's Salary Schedule through the regular placement procedure based on experience and education.

   b. Compensation will be calculated on the applicant's base salary from the Academic Employee's Salary Schedule effective during the time for which the leave is granted. Reimbursement is as follows:

      After the completion of Year 3, 30% of base salary.
      After the completion of Year 4, 40% of base salary.
      After the completion of Year 5, 50% of base salary.
      After the completion of Year 6, 60% of base salary.

   c. Base salary shall mean that figure appearing at the classification and step on the Academic Employee's Salary Schedule appropriate to the person's education and experience.

   d. Compensation for sabbatical leave shall be reduced by one-third if the leave is granted for two quarters and by two-thirds if the leave is granted for one quarter.

3. Salary placement upon completion of the leave.

   a. The Salary Schedule Placement Committee shall evaluate the proposed leave experience and recommend the grantee's salary placement upon return. Normally, the grantee would be placed on the salary schedule by the same criteria used in salary schedule placement.

   b. The placement shall be included in the contract which the grantee signs prior to taking leave and shall be conditional upon the completion of the plans outlined in the sabbatical leave proposal.

4. Obligation for future service to Wenatchee Valley College.

   a. The applicant shall return to Wenatchee Valley College for at least the length of time of the sabbatical or as mutually agreed consistent with appropriate law, or return the stipend in full.

   b. In the event the applicant is unable to return because of death or total disability, this requirement will be waived.

5. Continuation of tenure rights.

   a. The rights and privileges of tenure shall continue during the term of sabbatical leave.

   b. If the academic employee so desires, a serious attempt will be made to place the academic employee in the position previously held.

6. Written report. Upon return, the grantee shall submit a written report to the office of the president concerning the value of the leave to the grantee and to the college.

10.5 Unauthorized Absences. Unauthorized absences shall be charged against the salary of the individual at that academic employee's daily rate of pay for each day absent.

ARTICLE 11 - TENURE, DISMISSAL, AND TERMINATION

11.1 Application of Tenure.

A. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Board of Trustees.

B. The Board of Trustees agrees that any decision to grant or deny tenure which is contrary to a Tenure Review Committee recommendation shall be immediately disclosed to both the probationee and the Review Committee.

C. It is further agreed that any and all decisions relating to the awarding or withholding of tenure, as well as the nonrenewal or renewal of individual contracts, including all decisions relating to the dismissal or discharge of a probationary academic employee, shall not be subject to the grievance procedure of this Agreement.

11.2 Termination of Employment.

A. The Employer agrees that termination of employment of academic employees for sufficient cause or sufficient economic cause shall be consistent with Appendix B.

B. It is agreed that such substantive decisions regarding termination of employment and reduction in force are not subject to the grievance procedure, provided, however, alleged improper implementation of the procedures of Appendix B shall be subject to the grievance procedure.

11.3 Authority. Nothing in this section shall be construed as to limit in any way the emergency rule-making authority vested in the Board of Trustees pursuant to RCW 28B.19.040.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Definitions. A grievance is an alleged misinterpretation of, a misapplication of, or deviation from the terms or provisions of this Contract by the Employer.

12.2 Procedures.

A. An individual academic employee, a group of academic employees, or the Association may file a grievance.

B. Step One for filing a grievance is as follows:

1. The grievant and the Association representative, if requested by the grievant or the Association, may orally present a grievance to the appropriate dean.
2. If the grievance is not settled orally, the grievant or the Association shall reduce the grievance to writing, dated and signed by the grievant and Association representative, if any, or by the Association.
3. The grievance shall state the factual basis of the grievance, the provision or provisions of the Contract or other practices and policies allegedly violated, and the remedy sought.
4. The grievant, or the Association, shall present the grievance, in writing, to the appropriate dean within twelve working days after the occurrence of the grievance or within twelve working days from

the time the grievant or the Association should have reasonably become aware of the occurrence of the event giving rise to the grievance, whichever is later.

5. The dean, upon receipt of the written grievance, shall sign and date the grievance and shall give a copy of the grievance to both the grievant and the Association.

6. The dean shall answer the grievance in writing, provided the answer shall include the reasons upon which the decision was based, within seven working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision, and any and all supportive evidence to the grievant and the Association.

C. Step Two for filing a grievance is as follows:

1. If no satisfactory settlement is reached at Step One, the grievance may be appealed to the president of the college or his designated representative within seven working days of the decision rendered in Step One.

2. The president or his designated representative shall arrange for a hearing with the grievant and Association representative. Such hearing shall be scheduled within seven days of the receipt of the appeal.

3. The president or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant and the Association within seven working days from the conclusion of the hearing.

4. The decision rendered at Step Two shall be considered the final position of the Employer.

D. Step Three of filing a grievance is as follows:

1. If no satisfactory settlement is reached at Step Two, the Association, within ten working days of the receipt of the Step Two decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules.

2. The arbitrator shall hold a hearing within twenty days of his appointment.

3. Seven days' notice of the time and place of the hearing shall be given to both parties.

4. The arbitrator will issue his decision within twenty days from the date final written briefs have been submitted or, if waived by

both parties, twenty days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted to him.

5. The decision of the arbitrator shall be final and binding upon the Employer, the Association, and the affected employee(s).

6. The fees and expenses of the arbitrator shall be equally shared by the parties, except that arbitrations cancelled after filing will result in any costs being paid by the party responsible for cancellation.

12.3 Time Limits.

A. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be appealed to the next level of the grievance procedure.

B. Failure on the part of the grievant to appeal a grievance or render a decision at any step of this procedure shall be considered as acceptance of the decision of the Employer.

C. All time limits within this grievance procedure may be extended by mutual agreement between the parties.

D. The term "working days" as used in this Article shall mean any day on which the college is open to the public but shall exclude Saturdays, Sundays, and official holidays.

12.4 Arbitrator.

A. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and

2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the Arbitrator; and

3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and

4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7. The rendition of a decision or award within twenty days of the date of presentation of written briefs, by the parties unless waived by the parties.

B. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement.

C. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

D. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

12.5 Appeal of Arbitration. Petition by either party to a court of competent jurisdiction, on any arbitration decision or award, shall be limited to the following:

A. The arbitrator exceeded the jurisdiction or authority under this Contract.

B. The arbitrator's decision or award is based on an error of law.

ARTICLE 13 - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the district and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE 14 - UNINTERRUPTED EDUCATION ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout.

ARTICLE 15 - SAVINGS CLAUSE

The Employer and the Association agree that this Contract shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Contract shall not be affected thereby and the Employer and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

ARTICLE 16 - SCOPE OF AGREEMENT

16.1 Scope of Agreement. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties.

16.2 Oral statement. Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provision except as provided in Article 4.

16.3 Further negotiations. Except as specified herein, the parties agree to open this contract for further negotiations by mutual agreement only.

ARTICLE 17 - DURATION

17.1 Effective dates. This Agreement shall remain in full force and effect July 1, 1985, to and including June 30, 1987.

17.2 Reopening date. This Agreement shall be reopened at the request of either party on or after February 1, 1987.

17.3 Appendix A.2. Appendix A.2. and affected sections shall remain open until December 1, 1985 in order to address low starting salaries, low overall salaries, lack of incentives at the top end of the salary program, and stipends.

A. Distribution of legislated salary increases will be developed by the Association and presented to the Board of Trustees for approval.

Adopted this 19th day of June, 1985, at Wenatchee, Washington.

FOR THE ASSOCIATION

Gerry Frame
AHE president

FOR THE EMPLOYER

Robert W. Prince
Wenatchee Valley College
Board of Trustees

APPENDIX A. WORKLOAD AND SALARIES

1. WORKLOAD

1.1 Calendar

A. Annual Contract. The annual contract for full-time academic employees shall consist of 175 contractual days, at least 165 of which are instructional days reflected in the academic calendar. The Association shall be consulted prior to the final adoption of the academic calendar.

B. Individual Assignments. Individual assignments during instructional days shall be made in accordance with 2. below.

C. Assignment of Non-instructional Days. Assignment of non-instructional days shall be made by the appropriate dean after consultation with the division chairman and shall include at least the same number of hours on campus or at an authorized location as would be required on an instructional day. Such assignments may include, but are not limited to, division and general faculty meetings, in-service training, curriculum development, division chairman activities, academic advising, club advising, and workshops or seminars (including preparation time.)

1.2 Individual Assignments

A. Assignment of Workloads. Within the limitations outlined herein, the assignment of workloads for academic employees is the responsibility of the appropriate dean after consultation with the division chairman and academic employee.

B. Relevant Variables. In assigning full-time loads, the dean will consider any relevant variables, such as class size, number of preparations, limitation of facilities, availability of support staff, and other professional non-instructional assignments.

C. Full-time Workloads. Full-time workloads for academic employees shall be in accordance with the following guidelines:

1. The administration, in conference with the division chairmen, will establish FTES targets for each division including WVC-North. The combined FTES will equal the maximum FTE allocation from SBCCE for the academic year. Revisions may be made during the year if the district target is changed by SBCCE.

2. By June 1 of the preceding academic year, each division, in cooperation with the administration, will develop an annual schedule which can be expected to result in achieving the FTE target for the college and submit it for approval to the deans.

3. In the development of this plan, factors to be considered will include, but not be limited to, the following:

a. The state FTEF/FTES (faculty/student) formulas for individual class offerings when available.

b. Historical data relative to FTEF/FTES ratios of class offerings during the past three years.

c. The current Annual Statement of Priorities.

d. The capacity, condition, availability, etc. of facilities.

e. Available faculty.

4. After the tenth day report and prior to the mid-term of the quarter, the deans, in conference with the division chairmen, will review the plan and, if deemed necessary, revise the schedule in order to meet the state allocation of FTES.

5. It is recognized that all employees of the college have a responsibility in the attainment of the FTES goal, either directly or indirectly.

6. All faculty have a contracted responsibility for 35 hours of professional activity per week. This will be on file in the appropriate dean's office and may be subject to preapproval.

D. Primary Instructional Hour Block. No full-time faculty member shall be assigned a full teaching load during the primary instructional hour block for the college (WVC 8:30 am to 12:30 pm, WVC-N 5:30 pm to 9:00 pm) unless required by programatic needs.

E. Less than Full Load.

1. In the event that a class cancellation (due to low enrollment) causes a full-time instructor to have less than a full load, the full-time instructor shall have the right to take over a class for which he/she is qualified which a part-time instructor had been tentatively scheduled to teach.

2. Should there be no class available to bring a full-time instructor up to a full load, he/she may be assigned professional duties proportionate to the part of load for which he/she is low.

F. Load for Coaches. All coaches are expected to be responsible for full teaching load all three quarters if full-time employees of the college.

G. In-service Classes. Academic employees attending pre-approved in-service classes during their normal working day shall suffer no loss of pay or fringe benefits.

1.3 Load and Schedule Committee

A. Purpose. A Load and Schedule Appeals Committee is hereby established to recommend to the employing official a resolution to any dispute about assigned workload and schedule.

B. Composition of Committee. The committee shall be made up of two administrators appointed by the president of the district; and three members selected by the officially recognized academic employee organization, including at least one occupational program instructor and at least one academic instructor. The chairman and the secretary of the committee shall be academic employees. The term of office of the academic employees shall be three years with one being replaced every year.

C. Referrals. Either a faculty member or administrator may refer disputed faculty workload questions to the committee.

D. Recommendation of Committee. The committee will recommend to the president of the district that the load be changed or remain as assigned.

E. Appropriate Formula. The committee may use any formula or other measure it deems appropriate to analyze load equity.

2. SALARIES

2.1 Introduction

A. Employee Requirements. All academic employees of Community College District No. 15 are required to have on file in the personnel office a complete transcript of earned credits and/or documentation of equivalent credits. All transcripts and/or documents must be on file before being considered for final salary placement.

B. Committee Charge. When requested by either the employing official or the academic employee, the salary schedule placement committee shall review the intitial placement of the employee on the salary schedule. The committee shall also evaluate, when requested by either party, requests for advanced placement due to advanced study, earned credits, or equivalent credits as cited in 2.4 of this section. The committee shall recommend, in writing, to the employing official, changes in placement for advancement.

C. Review of Proposed Program. Academic employees may also request the salary schedule placement committee to review a proposed program for advancement for recommendation to the employing official. Once accepted by the individual academic employee and the employing official and successfully completed, this recommendation is binding.

D. Previous Credits. Advanced placement will not be considered for credits earned more than two years previous to the initial placement.

2.2 Definitions

A. Academic Employees: Any teacher, counselor, librarian, or department head who is employed by any community college district, with the exception of the chief administrative officer of and any administrator in each college district.

B. Individual Base Salary: That 175 day academic year salary for which each academic employee of District 15 is contracted exclusive of amounts for stipends and extended contract days. Part-time academic employees are contracted for a percentage of their individual base salary.

C. Earned Credit: Credit awarded by a college or university.

D. Equivalent Credit: Credit awarded by Wenatchee Valley College employing official under section 2.4.G.

E. Related Work Experience: Pre-approved paid or unpaid work other than teaching which has a direct relation to the person's assignment. It is assumed that the work will contribute to the improvement of the person's ability or competency in performing academic responsibilities at Wenatchee Valley College.

F. Program: Any pre-approved course, activity, or experience which reasonably may be expected to improve the person's competency to perform assigned academic employee responsibilities.

G. Year: An academic year as listed in the official college calendar in the college catalog. Percentage of full-time service for part-time academic employees under contract should appear in the part-time annual contract.

H. Employing Official: The person authorized by the Board of Trustees to offer contracts and accept resignations.

I. Teaching Experience:

1. Full-time: Three quarters equals one year.
2. Part-time: A minimum of fifty classroom hours equals one quarter.

2.3 Salary Schedule Placement Committee

A. Composition. The committee will be made up of two administrators appointed by the president of the college; and three members selected by the officially recognized academic employee organization, comprised of at least one vocational and at least one academic instructor.

B. Purpose. The committee is advisory to the employing official in matters of salary schedule placement.

C. Officers. The chairman and secretary of the committee shall be academic employees. The terms of office of the academic employees shall be for three years with one being replaced every year.

D. Recommendations. The committee shall base its recommendations on salary advancement upon section 2.4 Guidelines and on written precedence made by the committee based on those guidelines.

2.4 Guidelines

A. Basis of Placement. Initial and advanced placement on the salary schedule will be based on one major premise: Recognition of those programs that contribute to ability to perform the professional duties to which the person is assigned.

B. Advanced Placement. The guidelines for advanced placement should allow and encourage academic employees to use professional judgment in choosing programs which would be the most beneficial in improving competency.

C. Placement on Salary Schedule. Academic employees hired after January 1, 1981, will be placed on the salary schedule in a position that reflects the person's current assignment and education and experience that is relevant to the assignment. If a change in assignment is requested by the college, the salary schedule placement will continue from the current position without regard to the change of assignment.

D. Application. All of the provisions and changes of salary schedule placement will apply to all academic employees. With each substantial change of salary schedule placement guidelines, a conversion procedure shall be developed to accommodate any academic employees affected.

E. Advanced Placement for Degree. Academic employees who at the time of initial appointment were placed on the salary schedule without a degree and who subsequently earned a degree appropriate to his/her assignment will receive advanced placement reflecting the degree, plus any previously approved appropriate equivalent credits subject to the maximum listed in 2.4.G. The order in which credits are accumulated, either earned or equivalent, shall make no difference in placement on the salary schedule. Under no circumstances may any credit or equivalent credit be used in more than one salary advancement. No advancement on the salary schedule will be awarded for thesis if part of the degree.

F. Quarter Credit Basis. The Wenatchee Valley College salary schedule is based on quarter credits. All credits awarded on other than quarterly basis will be appropriately adjusted.

G. Earning Credits. Equivalent credits may be earned in the following pre-approved ways:

1. Educational Programs: Symposiums, clinics, workshops, etc. are awarded equivalent credit at the rate of one credit for each fifteen clock hours of involvement. Excluded are such programs offered at college expense unless funded under the provisions of sabbatical leaves.

2. Related Work Experience: Equivalent credit will be awarded at the rate of three-tenths (0.3) for each week of fulltime (40 hours per week) work.

3. Publishing: A maximum of fifteen credits awarded for the first book published and a maximum of ten credits for each subsequently published book.

4. Travel: Requests for equivalent credit for travel shall be accompanied by plans and evidence of value relative to assignment.

5. Miscellaneous: Equivalent credits may be earned from any program contributing to improve competency within current assignment with the rate determined through evaluation of the program.

6. Vocational Certification: Acquiring a five-year vocational certificate shall earn the academic employee a 4% of MA + 0 base increment (one educational increment step on the salary schedule) in salary provided that none of the credits in the five-year vocational certificate have been previously used in salary placement.

7. Tuition and Fee Waived Courses: Faculty may use, for advanced placement, credits earned in courses for which tuition and fees have been waived provided that such courses contribute to the progress of a preplanned and approved personal improvement plan with the guidance of the salary schedule placement committee.

8. Electronic Publishing: A maximum of fifteen credits shall be awarded for the design, production, and initial presentation of a telecourse or independent study work-course package.

9. Equivalent Credit Proposals: May be submitted to the appropriate college official for advanced approval.

H. Timeline. Placement on the salary schedule is for the full school year. Personnel holding faculty appointment who have attended summer school or who have earned additional credits during the regular school year by education or under the provisions of 2.4.G. of this section will have those credits evaluated prior to October 1 of each year.

I. Professional Improvement Plan. A pre-approved professional improvement plan must be on file as a condition of advancement.

2.5 Salary Schedule

A. Salary Schedule Structure. The salary schedule shall consist of educational increments of 4% (horizontal) starting at "I" representing 96% of the schedule's base of MA + 0 (BA + 60 or equivalent vocational education) and extending to "R" representing MA + 120, BA + 180, or Dr. The schedule base of MA + 0 (J + 0) will be $14,432 for the academic year of 1981-82. The 1981-82 salaries will continue until funds become available to revise the schedule.

B. Initial Placement. Horizontal placement shall be in accordance with 2.4. Guidelines except with regard to related work experience which shall be awarded at the rate of two years work experience to equal fifteen credits up to a limit of column M (105 credits after BA or 45 after MA). For those who do not have either a BA or MA degree, initial placement shall be Column I.

C. Vertical Placement. Vertical placement shall be at the rate of 1 step for each year of teaching experience.

D. Advanced Placement: Advanced placement will be made at the rate of one educational increment for each fifteen earned credits or equivalent credits awarded subsequent to initial placement on the salary schedule.

E. Longevity Advancement. Longevity advancement will be made at the rate of three steps for each year of teaching experience provided funds are available. Effective fall quarter, 1981, all academic employees not at grade * (see Salary Schedule) shall receive one additional step toward grade provided funds are available.

2.6 Purchase of Tenure

A. Qualifications and Schedule. The district will purchase the tenure of any tenured academic employee who retires under any state-approved retirement program except SSHB 124 (early retirement) upon his/her commitment to retire at the end of any quarter according to the following schedule (175 day contract):

Before 60th birthday: 1/3 base salary
Before 65th birthday: 1/4 base salary
Before 68th birthday: 1/5 base salary

B. Deadline for Application. This must be in writing to the college president 30 days before the academic employee's birthday.

C. Maximum Payment. The purchase of tenure shall be limited to a maximum of $10,000 for any individual. Payment will be made in next regular pay period or as requested upon retirement.

2.7 Independent Study and Directed Study (Revised 12/21/83)

A. Assignments. Assignments for independent or directed study shall be made by mutual agreement between the faculty member and his/her dean.

B. Load. The independent/directed study load shall be limited to a maximum of ten students except as cited below.

C. Payment. A faculty member will be paid $50 for each student enrolled in independent or directed study course work.

D. Low Enrollment Class. If a faculty member elects to maintain, i.e. not cancel, a low enrollment class as a part of his/her load, any independent/directed study load will be uncompensated up to the poiint of an adequate class (minimum of 10 per regular class).

E. Annual Review of Offerings. An annual review of independent directed study offerings will be conducted by the association/employer committee to ensure that no abuse has taken place and to suggest corrective action in that event.

2.8 Part-time Salary Schedule

A. Payment Schedule. Part-time instructors at Wenatchee Valley College will be paid as follows:

Quarters of Teaching Experience at Wenatchee Valley College	Rate Per Classroom Hour
1, 2, or 3	17.00
4, 5, or 6	19.00
7 or more	21.00

B. Apprenticeship Training. An academic employee teaching EMT, IFA, CPR apprenticeship training shall be compensated at the flat rate of 15.50 per hour.

2.9 General Provisions

A. Extension Pay Rate. Academic employees with extended contracts will be contracted for their extension period at the rate of 1/175 of their individual base salary per day of extension, if it is required by the administration.

B. Summer School and Overloads. Summer school and overloads shall be paid in accordance with the part-time salary schedule.

C. Division Chairmen. In addition to the amount derived under the full-time salary schedule, division chairmen shall receive a stipend of $2,750 based on a 175 day contract. No additional stipend shall be paid for extended contracts or summer stipends.

2.10 Activity Stipends

A. Coaches.

Head Football Coach	3,130
Asst. Football Coach	1,912
Asst. Football Coach (Off Campus)	1,485
Asst. Football Coach (Off Campus)	1,639
Head Basketball Coach	3,130 (2)
Asst. Basketball Coach	1,912
Head Track Coach/Softball	2,376

B. Intramural Director/Coordinator. The stipend for intramural director/coordinator will be provided in the following manner, in order of priority:

1. Be a full-time member of physical education department included in load (1/3 reduced load per quarter). No stipend.

2. Same as (1) but with stipend if not feasible to reduce load.

3. Both (1) and (2) to be administered through the physical education department.

4. If (1) or (2) are not possible, flexibility allowed to appoint full-time faculty/staff member and include 1/3 of responsibilities as intramural director. No stipend.

5. Same as (2) only outside the physical education department.

6. Appoint a part-time specialist.

C. Athletic Director. The stipend for athletic director will be provided in the following manner, in order of priority:

1. Be a part of full-time administrative position and paid accordingly. No stipend.

2. Be a full-time faculty/staff member with a reduced load (2/3 reduced load per quarter). No stipend.

3. Be a full-time faculty/staff member with a reduced load (1/3 reduced load per quarter). One-half of stipend.

4. Be a full-time faculty/staff member with a full load and full stipend. ($2,000)

D. Revision of Schedule. 1981-82 stipend salaries will be continued until funds become available to revise the schedule.

1984-85 FACULTY SALARY SCHEDULE
Effective January 1, 1985

Step	I	J	K	L	M	N	O	P	Q	R
0	15732	16388	17044	17700	18356	19012	19668	20324	20980	21636
1	16388	17044	17700	18356	19012	19668	20324	20980	21636	22292
2	17044	17700	18356	19012	19668	20324	20980	21636	22292	22948
3	17700	18356	19012	19668	20324	20980	21636	22292	22948	23604
4	18356	19012	19668	20324	20980	21636	22292	22948	23604	24260
5	19012	19668	20324	20980	21636	22292	22948	23604	24260	24916
6	19668	20324	20980	21636	22292	22948	23604	24260	24916	25572
7	20324	20980	21636	22292	22948	23604	24260	24916	25572	26228
8	20980	21636	22292	22948	23604	24260	24916	25572	26228	26884
9	21636	22292	22948	23604	24260	24916	25572	26228	26884	27540
10	22292	22948	23604	24260	24916	25572	26228	26884	27540	28196
11	22948	23604	24260	24916	25572	26228	26884	27540	28196	28852
12	23604	24260	24916	25572	26228	26884	27540	28196	28852	29508
13	24260	24916	25572	26228	26884	27540	28196	28852	29508	30164
14	24916	25572	26228	26884	27540	28196	28852	29508	30164	30820
15	25572	26228	26884	27540	28196	28852	29508	30164	30820	31476
16	26228	26884	27540	28196	28852	29508	30164	30820	31476	32132
	BA	BA+60 MA	BA+75 MA+15	BA+90 MA+30	BA105 MA 45	BA120 MA 60	BA135 MA 75	BA150 MA 90	BA165 MA105	BA+180 MA+120 PhD

Base - $16,388

Approved January 1985

WENATCHEE VALLEY COLLEGE ACADEMIC SALARY SCHEDULE

	I	J	K	L	M	N	O	P	Q	R
0	15804	16463	17122	17781	18440	19099	19758	20417	21076	21735
1	16463	17122	17781	18440	19099	19758	20417	21076	21735	22394
2	17122	17781	18440	19099	19758	20417	21076	21735	22394	23053
3	17781	18440	19099	19758	20417	21076	21735	22394	23053	23712
4	18440	19099	19758	20417	21076	21735	22394	23053	23712	24371
5	19099	19758	20417	21076	21735	22394	23053	23712	24371	25030
6	19758	20417	21076	21735	22394	23053	23712	24371	25030	25689
7	20417	21076	21735	22394	23053	23712	24371	25030	25689	26348
8	21076	21735	22394	23053	23712	24371	25030	25689	26348	27007
9	21735	22394	23053	23712	24371	25030	25689	26348	27007	27666
10	22394	23053	23712	24371	25030	25689	26348	27007	27666	28325
11	23053	23712	24371	25030	25689	26348	27007	27666	28325	28984
12	23712	24371	25030	25689	26348	27007	27666	28325	28984	29643
13	24371	25030	25689	26348	27007	27666	28325	28984	29643	30302
14	25030	25689	26348	27007	27666	28325	28984	29643	30302	30961
15	25689	26348	27007	27666	28325	28984	29643	30302	30961	31620
16	26348	27007	27666	28325	28984	29643	30302	30961	31620	32279
17	27007	27666	28325	28984	29643	30302	30961	31620	32279	32938

Effective 9/15/86
Base: $16,463

APPENDIX B. TENURE, FACULTY CONTRACTS, DISMISSAL, REDUCTION IN FORCE PROCEDURES

1. STATEMENT OF PURPOSE

The Board of Trustees of Community College District No. 15, pursuant to the mandate of RCW 28B.50.852, adopts the following rules and regulations implementing RCW 28B.50.850 through 28B.50.869, RCW 28B.19.110 and Chapter 13, Laws of 1981 2nd Ex. Session, governing probationary faculty appointments, faculty tenure, faculty employment contracts, and dismissal at Wenatchee Valley College and subsequent community colleges hereafter established within Community College District No. 15.

2. DEFINITIONS

2.1 Appointing authority shall mean the Board of Trustees of Community College District No. 15.

2.2 Administrative appointment shall mean employment in a specific administrative position as determined by the appointing authority.

2.3 Academic employee shall mean any teacher, counselor, librarian, or department head who is employed by Community College District No. 15 with the exception of the chief administrative officer of, and any administrator in, Community College District No. 15.

2.4 Tenure shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

2.5 Faculty appointment:

A. Except as otherwise provided in subsection 2.5.B. below, "faculty appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointments shall also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have had or do have status as a teacher, counselor, or librarian.

B. "Faculty appointment" shall not mean special faculty appointment as a teacher, counselor, librarian, or other positions as enumerated in subsection 2.5.A. of this section, when such employment results from special funds provided to Community College District No. 15 from federal monies or other special funds which other funds are designated as "special funds" by the State Board for Community College Education: Provided that such "special funds" so designated by the State Board for purposes of this act shall apply only to teachers, counselors, and librarians hired from grants and service agreements and teachers, counselors, and librarians hired to non-formula positions. A special faculty appointment resulting from such special financing may be terminated upon a reduction or elimination of funding or a reduction or elimination of program:

C. Provided further, a faculty appointee holding a faculty appointment pursuant to subsections 2.3 or 2.5.A. who has been subsequently transferred to a position financed from "special funds" pursuant to subsection 2.5.B. and who thereafter loses his/her position upon reduction or elimination of such "special funding" shall be entitled to be returned to his/her previous status as a faculty appointee pursuant to subsection 2.3 or 2.5.A. depending upon his/her status prior to the "special funding" transfer. Notwithstanding the fact that tenure shall not be granted to anyone holding a special faculty appointment, the termination of any such faculty appointment prior to the expiration of the term of such faculty member's individual contract for any cause which is not related to elimination or reduction of financing or the elimination or reduction of program shall be considered a termination for cause subject to the provisions of this policy.

2.6 Probationary faculty appointment shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment.

2.7 Probationery shall mean an individual holding a probationary faculty appointment.

2.8 Review committee shall mean a committee composed of the probationer's faculty peers, a student representative, and the administrative staff of the community college; provided, that the majority of the committee shall consist of the probationer's faculty peers.

2.9 Dismissal committee hearing shall mean an informal hearing required by RCW 28B.50.850 through 28B.50.869 and provided for in RCW 28B.19.110. and incorporating Chapter 13, Laws of 1981, 2nd Ex. Session.

2.10 Days shall mean business days exclusive of Saturday, Sunday, and holidays.

3. FACULTY EMPLOYMENT CONTRACTS

3.1 Original Employment Agreement. The appointing authority shall, pursuant to RCW 28B.50.855, provide each faculty member, immediately upon initial employment, with a written employment agreement for a term of one year or portion thereof, including all conditions and responsibilities attached thereto; provided that a statement in each agreement incorporating by reference the Policies and Procedures Marual, all adopted policy, and the rules and regulations promulgated by the Board of Trustees of Community College District No. 15 shall be deemed to comply with this rule.

3.2 Subsequent Employment Agreement. Each year thereafter, the appointing authority shall provide each individual faculty member with a new agreement by no later than 60 calendar days prior to the ensuing academic year. Each individual faculty member who intends to return to employment in his/her respective tenured or probationary appointment in the ensuing academic year shall so notify the appointing authority by signing the written agreement and returning it to the college president by no later than 30 calendar days after issuance.

3.3 Failure to Sign Agreement. Failure to return a signed agreement on a timely basis shall mean such individual faculty member does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the college.

4. TENURE REVIEW COMMITTEE

4.1 Establishment. A tenure review committee is hereby established as provided in RCW 28B.50.869 "composed of members of the administrative staff and the teaching faculty" and a full-time student.

4.2 Composition of Committee. The tenure review committee shall consist of two members representing the administrative staff, four members representing the teaching faculty, and one student representative who shall be a full-time student chosen by the Associated Students. The administrative representatives shall be appointed by the president. The representatives of the teaching faculty "shall be selected by a majority of the teaching faculty and faculty department heads acting in a body".

4.3 Organization

A. Initial Meeting. The president shall set the date that the tenure review committee shall meet for organization.

B. Selection of Faculty Representatives. Prior to October 1 of each academic year, the association and the dean of instruction shall convene the teaching faculty and faculty department heads for the purpose of selecting four faculty representatives to the tenure review committee.

C. Probationary Appointments. If faculty members holding probationary appointments are elected to the tenure review committee, then a sufficient number of alternate members shall also be elected to participate in any tenure review committee proceedings concerning probationary tenure review committee members.

D. Administrative Appointments. The president shall appoint the administrative representative prior to October 1 of each academic year.

E. Length of Term.

1. Teaching faculty representatives on the tenure review committee shall be elected to a three-year term, provided that if the probationary appointment of a probationer elected to the committee is not renewed, such term shall expire at the expiration of the probationary appointment.

2. The terms of the regularly elected representatives shall commence on October 1 of the year in which they are elected and shall expire on September 30 of the year in which their term expires but shall continue until their successors are elected.

3. The initially elected representatives shall draw lots for a one, two, or three-year term. When a vacancy occurs in one or more of the unexpired terms, the dean of instruction and association president shall convene the teaching faculty as soon as possible in order to elect a representative to fill the unexpired term. No faculty member shall succeed himself/herself until at least a one-year interval has elapsed.

4. The terms of the administrative representatives shall commence on October 1 of the year in which they are appointed and shall expire on September 30 of the year in which their term expires and shall continue until their successors are appointed.

F. Matters Relating to Self. No faculty member elected to the tenure review committee shall consider any matters relating to himself/herself.

G. Authority of Committee. In performing its duties, the tenure review committee shall have the authority to obtain records, documents, and other materials needed and hold interviews deemed necessary.

H. Organization and Method of Operation. The organization and method of operation adopted by the tenure review committee shall be stated in writing and be placed in the policies and procedures manual.

5. DISMISSAL REVIEW COMMITTEE

5.1 Establishment. A dismissal review committee is hereby established as provided in RCW 28B.50.869 "composed of members of the administrative staff and the teaching faculty" and a full-time student.

5.2 Composition of Committee. The dismissal review committee shall consist of two members representing the administrative staff, four members representing the teaching faculty, and one student representative who shall be a full-time student chosen by the associated student body. The administrative representatives shall be appointed by the president. The representatives of the teaching faculty "shall be selected by a majority of the teaching faculty and faculty department heads acting in a body".

5.3 Organization.

A. Selection of Faculty Representatives. Prior to October 1 of each academic year, the association and the dean of instruction shall convene the teaching faculty and faculty department heads for the purpose of selecting four faculty representatives to the dismissal review committee.

B. Probationary Appointments. If faculty members holding probationary appointments are elected to the dismissal review committee, then a sufficient number of alternate members shall also be elected to participate in any dismissal review committee proceedings concerning probationary dismissal review committee members.

C. Length of Term.

1. Teaching faculty representatives on the dismissal review committee shall be elected to a three-year term, provided that if the probationary appointment of a probationer elected to the committee is not renewed, such term shall expire at the expiration of the probationary appointment.

2. The terms of the regularly elected representatives shall commence on October 1 of the year in which they are elected and shall expire on September 30 of the year in which their term expires but shall continue until their successors are elected.

3. The initially elected representatives shall draw lots for a one, two, or three-year term. When a vacancy occurs in one or more of the unexpired terms, the dean of instruction and the association president shall convene the teaching faculty and faculty department heads as soon as possible in order to elect a representative to fill the unexpired term. No faculty member shall succeed himself/herself until at least a one-year interval has elapsed.

4. The president shall appoint the administrative representatives prior to October 1 of each academic year and shall set the date that the dismissal review committee shall meet for organization. The terms of the administrative representatives shall commence on October 1 of the year in which they are appointed and shall expire on September 30 of the year in which their term expires and shall continue until their successors are appointed.

D. Matters of Self. In no case shall a member of the committee sit in judgement of his/her own case, or the case of his/her spouse, parent, or child.

6. ELIGIBILITY FOR TENURE

As stipulated by law, tenure shall be granted only to full-time faculty appointments. The Board of Trustees, acting as the appointing authority, may award "faculty tenure following a probationary period not to exceed three consecutive regular college years excluding summer quarter; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the tenure review committee".

7. AWARDING OF TENURE

7.1 Procedure

A. Evaluation of Probationer. The probationary faculty appointment shall be one of continuing evaluation of the probationer by the tenure review committee, and the evaluation process shall place primary importance upon the probationer's effectiveness in his/her appointment.

B. Report of Progress. Periodically, the tenure review committee shall advise each probationer, in writing, of his/her progress during the probationary period and receive the probationer's written acknowledgement thereto. After receipt of the acknowledgement, the tenure review committee shall provide the appointing authority with copies.

C. Time Schedule:

1. During the first and second years of probation, a progress report shall be made on each probationer at the January, April, and June meetings of the Board of Trustees.

2. During the third year of probation, a final progress report shall be made not later than February 1.

D. Appointment for Ensuing College Year.

1. A written recommendation concerning the appointment of each full-time probationary faculty appointee for the ensuing regular college year shall be directed to the appointing authority through the president prior to February 1.

2. The president shall make a recommendation prior to final action by the appointing authority.

3. The appointing authority, after giving reasonable consideration to the recommendations of the tenure review committee and the president, shall, by written notice prior to the last day of winter quarter, either extend the probationary appointee's appointment for the ensuing regular college year or notify the appointee of nonrenewal of contract.

E. Award/Non Award of Tenure.

1. Prior to February 1 of such full-time probationary faculty appointee's third regular college year of consecutive appointment, a written recommendation shall be directed through the president to the appointing authority recommending that the appointing authority award or not award tenure.

2. The president shall make a recommendation, prior to final action by the appointing authority.

3. Failure of any tenure review committee to make such written recommendation by February 1 of a probationer's third consecutive regular college year shall be deemed a recommendation neither for nor against the awarding of tenure and the appointing authority may award or deny tenure based upon this type of recommendation by the committee.

F. Adverse Report/Recommendation. The probationary faculty appointee shall have the right to submit to the appointing authority through the president an answer to an adverse report and/or recommendation of the tenure review committee.

G. Responsibility of Appointing Authority.

1. The appointing authority, after giving reasonable consideration to the recommendations of the tenure review committee and the president, shall either award tenure or not award tenure and not renew the probationary appointment.

2. The appointing authority shall strive to advise the probationary faculty appointee, as soon as possible during the third academic year, of award or non-award of tenure, but shall in any case so advise the appointee by written notice no later than the last day of winter quarter.

8. DISMISSAL FOR SUFFICIENT CAUSE

8.1 Investigation. In all instances which involve dismissal for sufficient cause as defined in section 9 of either a probationary faculty appointee prior to the written terms of the appointment or a tenured faculty appointee as distinguished from the dismissal for sufficient economic cause as defined in section 10, the appropriate dean shall investigate all matters regarding dismissal for cause of a tenured faculty appointee or a probationary faculty appointee prior to the expiration of such probationary faculty appointee's employment term.

8.2 Advise the President. If the dean has reason to believe that a faculty member should be dismissed for cause, he/she shall so advise the president in writing.

8.3 Discuss with Faculty Member. If the president deems sufficient cause exists, he/she shall discuss the matter with the individual faculty member involved.

8.4 Begin Dismissal Proceedings.

A. If the matter is not resolved to the mutual satisfaction of both parties, and if the president deems the circumstances and facts warrant dismissal, the president may begin dismissal proceedings.

B. The president shall begin dismissal proceedings by specifiying the conduct which may constitute sufficient cause for dismissal and refer the charge in writing to the concerned faculty member and implement section 11.

9. SUFFICIENT CAUSE

9.1 Factors. Sufficient cause for dismissal as distinguished from sufficient economic cause for dismissal as defined in section 10 may include such factors as:

A. Aiding and abetting or participating in any unlawful act of violence;

B. Aiding and abetting or participating in any unlawful act resulting in destruction of community college property;

C. Aiding and abetting or participating in any unlawful interference with the orderly conduct of the educational process, unprofessional conduct or breach of employment contract.

10. SUFFICIENT ECONOMIC CAUSE FOR DISMISSAL - REDUCTION IN FORCE

10.1 Purpose: This article shall govern reduction in force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of probationary faculty employees prior to the written term of their individual appointment or tenured faculty employees.

10.2 Grounds for Reduction in Force:

A. Lack of sufficient funds at the district level.

B. Elimination and/or reduction of programs, courses, or services consistent with the current statement of priorities.

C. Overstaffing, as determined by state formula.

D. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, 2nd Ex. Session, Ch. 13, S.1 under the following conditions:

1. Reduction of allotments by the Governor pursuant to RCW 43.88.110 (2), or

2. Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

10.3 Right of Appointing Authority. Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

10.4 Basis for Selection

A. Seniority Units and Procedure for Assignment

1. A seniority list will be developed annually by the president.

   a. Assignment will be based upon both seniority and the employee's major duties and the relationship of the duties to the appropriate program or departments.

   b. This list will be published and/or posted on or about November 1 of each year.

   c. An employee having an objection to his/her placement on the list must notify the president in writing within 10 days of the date of posting or publication.

   d. The president will consider the objection and respond within 20 days.

   e. The president's decision on reduction assignments shall be final.

2. Seniority shall be based on the number of years of employment beginning with the date of the employee's signing of the first full-time faculty contract for the most recent period of continuous full-time service at the college and shall include leaves of absence, sabbaticals, and faculty members employed by the district prior to July, 1967.

3. The person with the highest number of qualifying years shall be the most senior; in the case of ties, seniority shall be determined in the following descending order:

   a. First date of signature of an employment contract.

   b. First date of signature of letter of intent.

   c. First date of application for employment.

B. Order of Reduction

1. Courses, Programs, Services - First Priority:

   a. If the number of full-time contracted employees subject to this policy is to be reduced, the president, with such advice as he deems necessary, shall determine, in the case of each affected department or program, which courses, programs, and services, consistent with the current statement of priorities as adopted by the Board of Trustees, are most necessary.

b. In making decisions on reductions, the president may consider factors including but not limited to:

1) Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services.

2) The enrollment, the trends in enrollment, and their effect upon the department or program.

3) The present and anticipated service needs of the college and its students and prospective students, including staffing needs.

4) Information concerning faculty and administrative vacancies occurring through retirement, resignations, and professional and other leaves.

5) Changes in educational policies and goals.

6) Other similar relevant considerations.

2. Selection of Individuals:

a. If a reduction is determined to be necessary within the seniority unit, the order of reduction will be based on seniority, provided that there are qualified academic employees to replace and perform all the employment needs of the affected department or program.

b. An employee affected by this reduction-in-force policy shall be qualified to instruct courses which the president, with advice from the dean of instruction and appropriate division chairman, determines he/she is qualified to instruct.

10.5 Reduction-in-force Procedure

A. Determination of Necessity of Reduction in Force

1. When the president determines that a reduction in force is necessary for the reasons A. through C. of section 10.2. above and has selected the affected employees to be reduced, the initial step shall be for the president to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference, which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.

2. When the Board of Trustees determines that a reduction in force is necessary for the reasons set forth in section 10.2.D. above, the president shall select the affected employees to be reduced and meet with the employee in personal conference, which is an informal proceeding, to discuss the proposed termination/dismissal. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

B. Designation of Remaining Steps

Subsequent steps in the procedure for reduction in force are specified in section 11, Hearing Procedure for Dismissals.

10.6 Recall

A. Right of Recall. Employees who have been dismissed as a result of this reduction-in-force policy shall have the right to be recalled.

B. Order of Recall. Recall shall be in reverse order of layoff by layoff unit to an employee position, either a newly created or vacant full-time or part-time position, provided the employee is qualified to perform the needed duties of such position.

C. Period of Recall. The period of recall shall extend one year after the effective date of layoff. Such employee shall be required to keep the college personnel office informed of any change in address.

D. Refusal of Recall. Any dismissed employee who refuses an offer of full-time recall shall be removed from the recall list, and such employee will no longer be considered eligible for recall.

11. HEARING PROCEDURE FOR DISMISSALS

11.1 Notice

A. After it is determined that dismissal proceedings should be initiated, the president shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee(s) and provide copies to the dismissal review committee.

B. The notice shall include:

1. A statement of the time, place, and nature of the hearing (the hearing must be held not less than ten days after written notice);

2. A statement of the legal authority and jurisdiction under which the hearing is to be held;

3. A reference to the particular rules of the college that are involved;

4. A short and plain statement of the matters asserted.

   a. In the case of a reduction in force for the reasons set forth in section 10.2.A. through C. above, this shall include a statement of (1) the grounds for reduction in force as delineated in section 10.2.A. through C. and (2) the basis for selection of the affected employee.

   b. In the case of a reduction in force for reasons set forth in section 10.2.D. above, this shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction in force as one or both of the reasons set forth in section 10.2.D. above.

   c. The notice must also indicate the effective date of separation from service.

11.2 Request for Hearing

A. The affected employee shall have ten days from the date of the notice of dismissal to make a written request for a hearing.

B. If the affected employee does not request such a hearing from the president of the college within seven days, the president will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing.

C. If the employee fails to respond within the ten days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.

D. The decision of an employee not to request a hearing shall be communicated to the dismissal review committee and Board of Trustees.

E. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

11.3 Procedural Rights of Affected Employees

A. An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedures Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

   1. The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten days prior to the hearing on the matter toward which the testimony of the witness is considered material.

2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.

5. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.

6. The right to have witnesses sworn and testify under oath.

11.4 Hearing Officer

A. Appointment:

1. Upon receipt of a request for a hearing from an affected employee, the president shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial hearing officer.

2. In the case of a reduction in force for reasons set forth in section 10.2.D. above, at the time of a faculty member's (or members') request for formal hearing, said faculty member(s) may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes thereof; provided that where there is more than one faculty member affected by the Board of Trustees' reduction in force, such faculty members requesting hearing must act collectively in making such request; provided further that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member(s) requesting hearing.

3. When the appointment has been made, the Board of Trustees shall notify the parties and dismissal review committee of the appointment, specifying the name of the hearing officer.

B. Duties:

1. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and any procedural rules adopted by the district. The duties of the hearing officer include:

   a. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;

b. Issuing subpoenas;

c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

d. Regulating the course of the hearing;

e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

f. Disposing of procedural requests or similar matters;

g. Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;

h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. Allowing the dismissal review committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;

j. Preparing his/her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing or within ten days in the case of a reduction in force for reasons set forth in section 10.2.D. above, the written recommendation of the hearing officer will be presented to the president, committee, affected employee, and the Board of Trustees.

k. Responsibility for preparing and assembling a record for review by the Board of Trustees which shall include:

    1) All pleadings, motions, and rulings;

    2) All evidence received or considered;

    3) A statement of any matters officially noted;

    4) All questions and offers of proof, objections, and rulings thereon;

    5) His/her proposed findings, conclusions of law, and a recommended decision;

    6) A copy of the recommendations of the dismissal review committee.

l. Deciding, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance;

m. Assurance that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

n. Consolidation of individual reduction-in-force hearings into a single hearing. In the case of reduction in force for reasons set forth in section 10.2.D. above, the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein;

o. Taking any other action authorized by rule consistent with this chapter;

p. In the case of a reduction-in-force for reasons set forth in section 10.2.D. above, the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees):

    1) shall be concluded by the hearing officer within sixty days after written notice of the reduction-in-force has been issued;

    2) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member(s) advised of severance are the proper ones to be terminated;

    3) any findings, conclusions of law and recommended decision shall not be subject to further dismissal review committee action.

11.5 Dismissal Review Committee

A. The responsibilities of the committee shall be:

1. To review the case of the proposed dismissal.

2. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses.

3. To hear testimony from all interested parties, including but not limited to other faculty members and students and review any evidence offered by same.

4. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing and within seven days in the case of a reduction in force for reasons set forth in section 10.2.D. above, the written recomendations of the committee will be presented to the hearing officer, president, the affected faculty member, and the Board of Trustees.

B. The committee has the right of counsel.

11.6 Final Decision by the Board of Trustees

A. The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing below and on any record made before the Board of Trustees.

2. The board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3. The board may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the hearing officer.

5. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees.

6. The Board of Trustees shall, within 20 days following the conclusion of its review, notify the charged faculty member in writing of its final decision, and the effective date of dismissal.

11.7 Effective Date of Dismissals

A. The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the board's final written decision as determined in the discretion of the Board of Trustees (e.g. immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

B. In the case of a reduction in force for reasons set forth in section 10.2.D. above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract.

C. In the case of a reduction in force for reasons set forth in section 10.2.D. above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

11.8 Suspension

A. Suspension by the president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his/her continuance.

B. Any such suspension shall be with pay.

11.9 Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

11.10 Appeal from Board of Trustees Decision

A. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within 30 days after service of the final decision.

B. The filing of an appeal shall not stay enforcement of the decision of the board.

11.11 Grievance Procedure

The grievance procedure of this contract shall not be applicable to tenure and dismissals.

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Yakima
Valley
Community College
Washington State

AGREEMENT

by and between
the
Board of Trustees
of
Community College District No. 16
and the
Yakima Valley College Federation of Teachers
Local 1485 AFT, WFT, AFL/CIO

September 1, 1986 to June 30, 1989

JC 870 504

To All Full- and Part-Time Faculty of Community College District No. 16:

This AGREEMENT, which sets forth the terms and conditions of your employment with Community College District No. 16, has been negotiated on your behalf by the Yakima Valley College Federation of Teachers ("the Union"). Should you have any questions regarding the Union, the application of this AGREEMENT, or any other aspects of your employment with the District, you should contact Roger D. Carlstrom, who is President of the Union. His office on campus is Room A-208-F in Anthon Hall, and the phone is 454-4156.

The Union also elects a Vice President for each division in the District, for Counseling and the Library, and for Part-Time Faculty. The persons elected for those positions may also be able to provide you with assistance.

Information about the general operating procedures of the District will provided to you by appropriate District personnel in the course of your employment.

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PREAMBLE

This AGREEMENT is by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 16 and YAKIMA VALLEY COLLEGE FEDERATION OF TEACHERS, Local 1485 AFT, WFT, AFL/CIO (hereinafter called the "Union"). The term "District" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

This AGREEMENT sets forth the terms and conditions of employment for all academic employees of the District. The term "academic employees" means all teachers, counselors, librarians, and department heads employed by the District.

ARTICLE I - RECOGNITION

The District hereby recognizes the Union as the sole and exclusive representative of all academic employees employed by Community College District No. 16 consistent with statute as now or hereafter amended. Excluded from such recognition are all non-academic employees.

ARTICLE II - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction, assignment and job responsibilities of the work force are vested exclusively with the District subject to the terms and conditions of this AGREEMENT. All matters not specifically and expressly covered by the language of this AGREEMENT may be administered for its duration by the District in accordance with such policies and procedures as it from time to time may determine.

ARTICLE III - UNION RIGHTS

3.1 The Union shall have the right to guaranteed payroll deduction of membership dues for representative employee organization, and the District shall remit such dues to the authorized Union representative, if authorized by the employee.

3.2 The Union and its members shall have the right to use the District facilities for meetings without charge, provided that such use shall not interfere with or interrupt normal college operations, nor cause increased maintenance costs to the College and provided further that arrangements (if necessary) are made with the District for use outside of normal College hours.

3.3 Duly authorized representatives of the Union shall be permitted to transact official Union business on District property at all reasonable times.

3.4 The Union shall have the right to use District equipment, including but not limited to, typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, without cost, when such equipment is not otherwise in use. The Union shall utilize reasonably qualified operators while using such equipment. The Union shall pay for the actual cost of all materials and supplies incidental to such use, or shall furnish its own materials and supplies.

3.5 The Union shall have the right to post notices of its activities and matters of Union concern on faculty bulletin boards. The Union may use the District communication service and faculty boxes for communications to faculty members, including mass distributions, provided that the material clearly indicates that the Union is the distributor of the material.

3.6 An officially designated Union representative shall have the right to appear at all open meetings of the Board of Trustees and to propose appropriate matters for the agenda consistent with applicable district procedures. The Union shall have the right to enter background material on any issue brought before the Board. Such materials must be supplied a reasonable length of time prior to the meeting.

The Union shall be furnished agendas, minutes, and study materials for Board of Trustee meetings at the same time and in the same form as those furnished the Board except for that information which, in its current stage of discussion, must be considered confidential or to prevent embarrassment to an individual or the college.

Nothing in this provision shall preclude the Board of Trustees from holding executive sessions in a manner consistent with the Open Public Meetings Act.

3.7 Copies of this AGREEMENT shall be printed at the expense of the District within thirty (30) days after this AGREEMENT is signed. Copies will be presented to all full-time academic employees within such thirty (30) day period. Part-time academic employees, upon issuance of their notices of assignment, shall be informed that, upon request, they may obtain a copy of this AGREEMENT from the Office of Personnel. Additional copies shall be provided, upon request, to the Union at cost.

All newly-hired, full-time academic employees shall be provided a copy of this AGREEMENT upon issuance of their notices of assignment, and a review copy shall be available to all applicants for faculty positions.

3.8 The District, upon request, agrees to provide information required by the Union to perform its representative responsibilities.

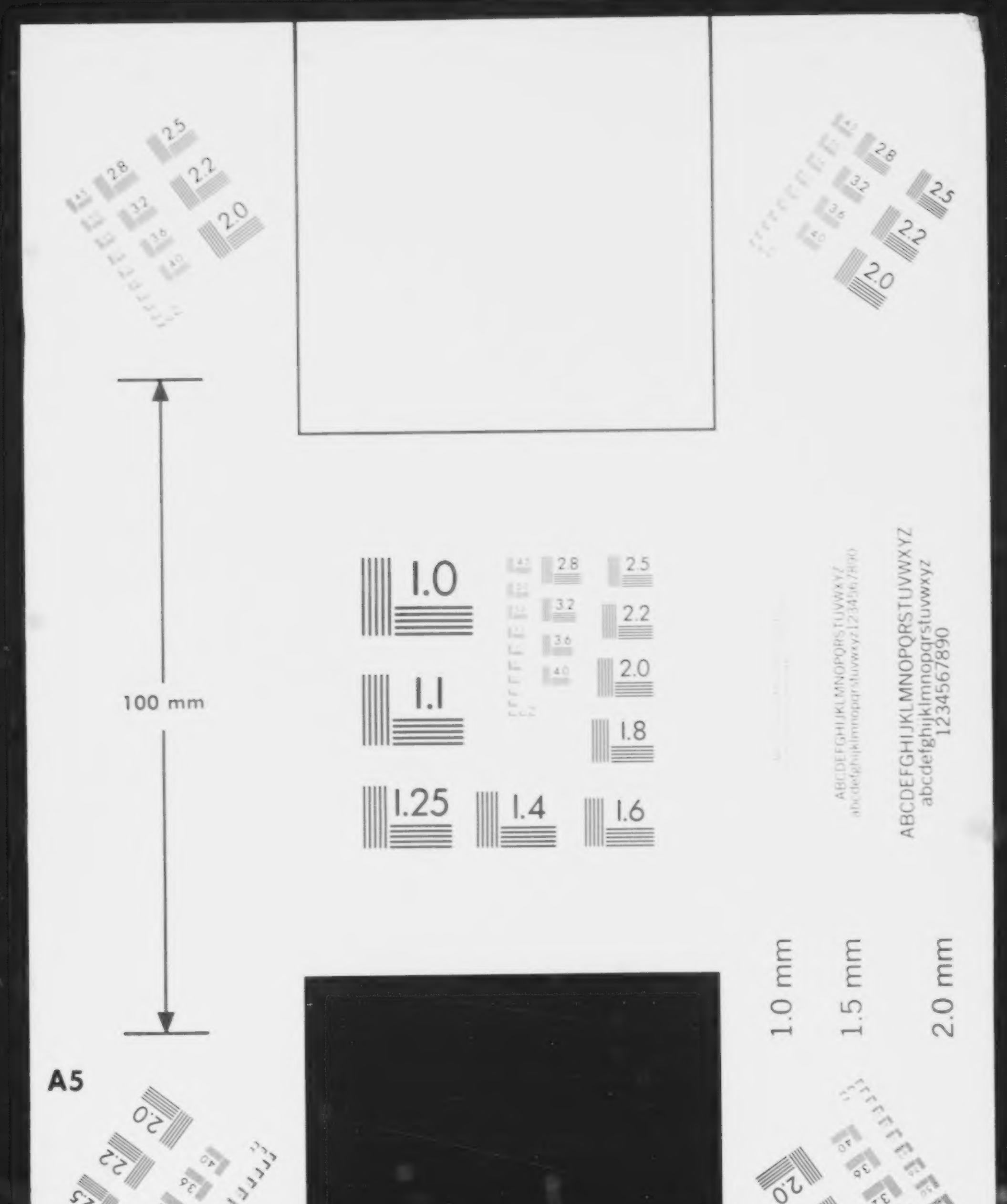
3.9 The District agrees that it will not discriminate against any academic employee with respect to hours, wages, or any other terms or conditions of employment by reason of membership in the Union, participation in any lawful activities of the Union, or any grievance, complaint, or proceeding under this AGREEMENT.

3.10 In recognition of the responsibilities of the Union President regarding academic-employee representation and matters related to this AGREEMENT, the District may grant him or her up to a one-third reduction in assigned workload each quarter.

3.11 The Union shall have the right to send up to two (2) representatives who are members of the faculty to meetings or conferences of the Union's affiliates, to legislative committee hearings, or to meetings of the State Board for Community College Education or its agents, provided that arrangements or assignment coverages are approved by the appropriate dean or designee. Travel and related expenses shall not be borne by the District.

ARTICLE IV - UNION/MANAGEMENT RELATIONS

The District and the Union agree that their representatives shall meet upon request for the purpose of reviewing the administration of this AGREEMENT. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this AGREEMENT. Neither party shall have any control over the selection of the representation of the other party, provided, however, that neither party shall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have more than three (3) representatives at such meetings. It is further agreed that nothing in this Article shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this AGREEMENT.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Union or academic employee(s). A grievance is defined as any condition, action, or lack of action on the part of the District that the Union or academic employee believes to be a violation, misinterpretation, or misapplication of this AGREEMENT. Grievances shall be processed as rapidly as possible. Time limits expressed herein may be extended by mutual agreement.

5.2 When two (2) or more grievances involving the same alleged violation have been submitted, the District and the Union may agree to consolidate the grievances for processing.

5.3 An academic employee shall have the right to present a grievance to the District and to have such a grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms and conditions of this AGREEMENT and provided further that the Union has been given opportunity to be present at such adjustment and to make the views of the Union known.

Any grievance covered by this section shall be presented in writing to the appropriate supervisor within the time limits specified in Section 5.4 below. The supervisor shall notify the Union in writing within one (1) working day of the receipt of the grievance, which shall then be treated as a Step One grievance in accordance with Section 5.7 below. Service of the Step One Answer shall be to the grievant, with copy provided to the Union.

5.4 A grievance to be timely must be filed in writing not more than fifteen (15) calendar days after the aggrieved's cognizance of the facts upon which the grievance is based. During the course of any properly filed grievance, the District upon request shall furnish such information as necessary to process the grievance in a manner consistent with this procedure. Individuals involved in the grievance procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure.

5.5 In any case where a grievance is not timely submitted to the next step, the grievance shall be deemed finally closed and settled on the basis of the District's last answer unless both parties mutually agree to extend time limits. In any case where the District fails to meet time limits, the grievance may be filed at the next step unless both parties mutually agree to extend time limits.

5.6 Matters for which another method of review is required by law shall be excluded from this grievance procedure.

5.7 Grievances shall be handled in the following manner:

Step One: The Grievant and the Union representative shall orally present the alleged grievance to the immediate supervisor. If the grievance is not adjusted orally, it shall be reduced to writing, dated, and signed by the Grievant and the Union representative. The written grievance shall state the facts upon which it is based, the applicable provision(s) of this AGREEMENT, and the remedy sought. Receipt of the grievance shall be acknowledged by the supervisor, who, in all cases, shall be the lowest-level administrator having authority to resolve the grievance. The supervisor shall then answer the grievance within seven (7) calendar days of its submission by serving the answer on the Union representative.

Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the appropriate Dean by the Union. If the Dean was the District representative at Step One, the grievance shall be submitted to the President. The grievance must be filed at Step Two by a Union representative within seven (7) calendar days after the Step One Answer is received. The Grievant(s) and the Union representative shall be present at any meeting called to consider the grievance at Step Two. Additional investigatory measures may be utilized by the Dean or the President. The Dean or President, as appropriate, shall send his or her written answer to the Union representative within twenty (20) calendar days of the Step Two filing.

> Note: As used heretofore in this Article, the term "calendar day" shall exclude those days that fall between the end of finals week in any quarter and the beginning of the next quarter.

Step Three: If no settlement is reached at Step Two, the Union may at its sole discretion request that the grievance be arbitrated, provided, however, that such a request must be submitted within thirty (30) calendar days after the Step Two answer. The request shall be in writing and shall be submitted to the American Arbitration

Association under its voluntary rules. A copy of the request shall be submitted at the same time and in the same form to the District at the Office of the Dean or President, as appropriate.

5.8 Arbitration: Except as otherwise specifically provided in this AGREEMENT, any grievance initiated during the life of this AGREEMENT may be submitted to arbitration. The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this AGREEMENT.

In addition, the jurisdiction of the arbitrator shall be subject to the following provisions:

a. The arbitrator shall adjudicate issues that are subject to arbitration under the terms and conditions of this AGREEMENT and any submission agreement(s).

b. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.

c. The arbitrator's decision and award shall not grant relief extending beyond the termination date of this AGREEMENT or any renewal or extension(s) thereof.

d. The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) days of the date written briefs are received from the parties.

e. The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the written briefs of the parties.

f. The arbitrator may retain jurisdiction until such time as the award is completed.

g. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this AGREEMENT.

h. Either party may request that arbitrability and substantive issues be consolidated for hearing, provided that the arbitrator shall resolve arbitrability issues before hearing the merits of the grievance, unless the parties mutually agree otherwise.

i. The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.

5.9 Grievance Hearings: Grievance hearings shall be conducted during normal working hours. Employees directly participating in such hearings shall be granted released time.

5.10 Fees and Expenses of the Arbitrator: The fees and expenses of the arbitrator shall be borne equally by the parties.

5.11 Nothing in this Article shall preclude judicial review of an arbitrator's decision in the manner permitted by law.

ARTICLE VI - NO STRIKE OR LOCKOUT

The parties agree that there will be no strike or lockout during the life of this AGREEMENT.

ARTICLE VII - SCOPE OF AGREEMENT

7.1 This AGREEMENT constitutes the negotiated agreement between the District and the Union and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this AGREEMENT supersedes any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

7.2 Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

7.3 Both parties believe that all provisions of this AGREEMENT are lawful. If any provision of this AGREEMENT should be found contrary to existing law by a court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby. If a provision is thus found to be contrary to law, the parties, upon request of either party, shall enter into negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement of the provision.

7.4 This AGREEMENT shall be subject to subsequent modification by the Legislature. Implementation of any salary adjustment provided for in this AGREEMENT which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

7.5 All employee contracts shall be issued subject to and consistent with Washington State law and the terms and conditions of this AGREEMENT.

7.6 Nothing contained in this AGREEMENT shall be construed as denying the right(s) of an individual academic employee provided by law.

7.7 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, except as specifically stated otherwise in this AGREEMENT, the District and the Union for the duration of this AGREEMENT each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this AGREEMENT unless mutually agreed otherwise.

ARTICLE VIII - WORKING CONDITIONS
APPLICABLE TO ALL ACADEMIC EMPLOYEES

8.1 Recruitment and Hiring: The recruiting and hiring of academic employees shall at all times be consistent with the Affirmative Action Policy of the District.

Applicants for academic employee positions for which an advanced degree is normally available shall hold a master's degree in the field of specialization required by the position from an accredited college or university or shall hold a bachelor's degree in the field and have extensive professional experience in performing the duties of the position. Any new hire placed on the salary schedule and holding less than the master's degree, however, shall be required to earn such an advanced degree within the probationary period to be considered for continued employment.

Applicants for positions in vocational fields or other specialized areas for which an advanced degree is not normally available shall have comprehensive training and work experience in the field of specialization required by the position.

8.2 Instructor Job Description: An instructor shall be responsible to the appropriate associate dean in those areas designated in this job description.

The primary responsibility of an instructor shall be instruction based on special educational qualification, as assigned. Such responsibilities include: (a) participation in college-wide registration and advising, (b) effective and full use of the designated class meeting time, (c) adequate preparation for course instruction, (d) performing other specifically assigned duties related to instruction, and (e) availability for student consultation outside of class on a daily basis if holding a full-time faculty appointment.

An instructor shall also be responsible for ordering the necessary textbooks and audio-visual and audio-tutorial equipment for those courses assigned. He or she shall also submit requests for supplies, equipment, and budgetary items in good order and in good time.

To the extent reasonably possible, an instructor is expected to keep abreast of developments in subject field content and methods of instruction.

An instructor holding a faculty appointment also has responsibility to participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, inservice training, meetings, and other specifically assigned duties.

An instructor with a full time faculty appointment shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty five (35) hours per week.

8.3 Librarian Job Description: A librarian shall be responsible to the Dean of Instruction in those areas designated in this job description.

A librarian shall assist students and academic employees in locating and using printed and audio-visual materials in the library.

A librarian shall classify and assign subject headings to books, tapes, records, slides, films and other learning or source materials in such manner as to make the various materials easily available to students and academic employees.

A librarian shall select print and non-print materials to supplement the curriculum and to enrich the collection.

A librarian holding a faculty appointment also has responsibility to participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, inservice training, meetings, and other specifically assigned duties.

A librarian with a full time faculty appointment shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty five (35) hours per week.

8.4 Counselor Job Description: A counselor shall be responsible to the Director of Counseling in those areas designated in this job description.

The primary duty of a counselor shall be participation in the Counseling Center's ongoing program based on special educational qualification and experience, as assigned. The responsibilities of a counselor include

a. assisting students with available information relating to vocational, academic, and developmental programs, including courses and activities in the District and transfer requirements and general information regarding other institutions;

b. counseling with students individually and in groups;

c. arranging for, administering, and interpreting standard tests for students and others whom the District may serve;

d. serving as a referral person in cases where students may need additional medical, social, or educational help;

e. assisting students individually or in groups and/or classes to acquire and develop more effective study skills;

f. providing career guidance and/or placement information to individuals or to groups and/or classes;

g. serving as a consultant to students referred from other academic employees or from schools within the Community College District;

h. working with counseling personnel in high schools to provide accurate information about District programs;

i. assisting in training students and faculty for advisory and orientation functions;

j. maintaining a file of up-to-date transfer information on assigned institutions to help students in planning for additional education; and

k. assisting vocational areas in the screening and selection of students, as required.

A counselor may instruct classes outside the counseling unit when qualified and as needed, with the approval of the Dean of Student Services.

To the extent reasonably possible, a counselor is expected to keep abreast of developments in the counseling field.

A counselor holding a faculty appointment also has responsibility to participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, inservice training, meetings, and other specifically assigned duties.

A counselor with a full time faculty appointment shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty five (35) hours per week.

8.5 Except in cases where a "special faculty appointment" as delineated in the tenure law applies, all full-time academic employees shall be offered either a tenured or probationary faculty appointment. Academic employees working less than full time shall be given either a temporary contract or, in those cases where tenure considerations apply, shall be given a tenured or probationary faculty appointment in accordance with the Law and this AGREEMENT.

8.6 The District shall consult with an academic employee in a timely manner before assigning substantially new or different duties to the employee.

8.7 Each academic employee shall have access to any District document that affects his or her status of employment.

8.8 Assignments in the Performing Arts and Athletics: Academic employees holding faculty appointments who are assigned duties in the performing arts shall do so as part of their full-time workload and, in recognition of the supplemental duties associated with such assignments, shall also receive extended-day compensation as provided in Appendix D, which by this reference is attached hereto and incorporated herein. Part-time academic employees who are assigned such duties shall receive compensation in accordance with Section 12.5 below for those class sections to which they are assigned as the instructor of record and shall also receive the extended-day compensation provided in Appendix D.

Academic employees holding faculty appointments who are assigned duties in athletics shall receive extended-day compensation as provided in Appendix D for such supplemental assignments. If such an employee is the instructor of record for any class associated with such assignments, he or she shall be assigned "instructional units" for the class as part of the full-time workload. Part-time academic employees who are assigned to athletics shall receive compensation in accordance with Section 12.5 below for those class sections in which they are assigned as the instructor of record. Each coach listed below shall be deemed "instructor of record" for the full credit of the class section(s) applying to that coach (squad size to be determined by the Director of Athletics following review of the number of participants in the sport):

a.	Squad of 17 or fewer	Head coach only
b.	Squad of 18 - 30	Head coach plus one (1) assistant coach
c.	Squad of 31 - 45	Head coach plus two (2) assistant coaches
d.	Squad of 46 - 60	Head coach plus three (3) assistant coaches
e.	Squad of 61 and above	Head coach plus four (4) assistant coaches

In addition, part-time academic employees shall receive extended-day compensation as provided in Appendix D. Nothing in this paragraph, however, shall be construed as requiring the District to grant class credit to students for athletic activities.

Academic employees who have carried out assignments for the District in the performing arts or athletics in three (3) consecutive regular college years prior to the effective date of this AGREEMENT and who are given such assignments during the life of this AGREEMENT shall be placed at their actual salary grades for purposes of extended-day compensation. All other academic employees given assignments in the performing arts or athletics during the life of this AGREEMENT shall be placed for extended-day-compensation purposes at a salary grade on the basis of experience with duties associated with the specific assignment, as determined by the District and as acceptable to the employee.

8.9 No academic employee shall be discriminated against on the basis of race; color; national origin; age; sex; marital status; or political affiliation, activity, or belief. Assignments shall at all times be consistent with the Affirmative Action Policy of the District.

8.10 No academic employee shall be required to work under known unsafe or hazardous conditions or to perform tasks that endanger his or her health, safety, or well-being or the health, safety, or well-being of students.

8.11 The District shall continue to provide parking for academic employees. The District reserves the right to establish a fee for parking, provided no such fee shall be established before Spring Quarter 1987 and provided further that the Union shall be consulted prior to the establishment of any such fee.

8.12 Equipment and supplies deemed necessary by the District for any District offering shall be provided by the District. Transportation for District business shall be provided by the District. If District transportation is not available, the employee shall be reimbursed at the standard District rate for the use of his or her personal vehicle or public transportation used. No academic employee shall be required to use his or her personal vehicle to transport District equipment, supplies, personnel, or students.

8.13 Aprons, shopcoats, uniforms, or any special wearing apparel required for academic employees in special occupation or shop areas shall be furnished and laundered by the District without cost to the employee.

8.14 Work space, clerical assistance, instructional supplies, materials, and ditto machines deemed necessary by the District for academic employees shall be provided and maintained in locations selected by the District.

8.15 At off-campus locations where the College Bookstore may not reasonably station a representative or establish an outlet, the District may require academic employees to sell required texts and materials to students.

8.16 Academic Freedom: Academic employees are free to pursue scholarly inquiry without undue restriction and to voice and publish their conclusions concerning the significance of evidence they consider relevant. Such employees must be free from the corrosive fear that others, inside or outside the District, may threaten their professional careers or the material benefits accruing from those careers. Accordingly, these employees are entitled to freedom in the classroom in presenting the subjects they teach and shall be free to select and use textbooks that they deem suitable for such presentation. They shall be free from institutional censorship or discipline when they speak, write, or act, provided that they shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinion of others, and to avoid creating the impression that they speak or act for the District when they speak or act as private persons. Faith in the academic employee should find a place in the administrative regulations of the District and their day-to-day application in recognition of the academic employee's professional judgment and good will.

8.17 Complaints: In any instance where a supervisor receives a substantive complaint about the performance of an academic employee from students or the public or from personnel in the District, the supervisor shall so notify the employee within thirty (30) calendar days. The supervisor and employee shall then meet to discuss the complaint informally and, if possible, to resolve it. Such meeting shall normally take place during the employee's assignment period. If disciplinary action is deemed appropriate by the supervisor, he or she shall proceed in accordance with Section 8.24 below.

Nothing in this section shall be construed as taking the place of normal evaluation procedures as required elsewhere in this AGREEMENT, nor as taking the place of dismissal procedures as set forth in Article XI of this AGREEMENT. The employee shall have the right to Union representation in implementation of this section.

8.18 Vocational teaching and certification standards required by applicable statute and Washington Administrative Code shall be followed by the District with respect to academic employees affected by such standards.

8.19 Personnel Files: The District shall retain one personnel file for each academic employee. This file shall be in the personnel office. No other personnel file shall be maintained by any officer or administrator of the District. This shall not preclude the maintenance of all lawful payroll records by the business office nor maintenance of other essential records by appropriate personnel for the operation of the District.

Material concerning any academic employee may be placed in the personnel file only on a timely basis and only after he or she has been notified of the intent to place the material in the file and has been given reasonable opportunity to read the material; to append to it answers to any charges, complaints, or statements involved; and to sign and date the material. Such signing shall not imply agreement with the statements contained in the material.

Except in extraordinary, emergency situations, no action may be taken against an academic employee unless such action is based on materials that have been placed properly in the personnel file.

Each academic employee shall have the right to review the entire contents of his or her personnel file, except for confidential credentials. A Union representative or the academic employee's attorney may accompany such employee upon his or her request to review the personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved, except for confidential credentials. A Union representative or the employee's attorney may also be present if requested by the affected employee.

Use of an individual's personnel file is restricted to the individual academic employee, his or her immediate supervisor, the Dean of Instruction, the Dean of Student Services, and the President. None of those having access to the file may remove any material for other than those purposes set forth in this Section without the knowledge of the academic employee.

8.20 Insurance: Academic employees shall be afforded liability protection by the District in accordance with the Tort Claims Act of the State of Washington.

The District shall contribute the maximum amount authorized and funded by the Legislature for approved medical, life, salary, liability, optical, and dental insurance programs. All insurance shall remain in effect during periods when the academic employee is on paid leave. The academic employee has the option of continuing all insurance benefits at his or her own expense while on unpaid leave if legally permissible. The District's contribution to the insurance plans shall be in accordance with state law and the regulations of the State Employees Insurance Board.

The District will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms. The District shall inform each academic employee on all insurance options and important dates related thereto.

To the extent provided by law and the regulations of the State Employees Insurance Board, part time faculty shall be entitled to participate in insurance plans available to full time faculty.

The District and each academic employee shall participate in social security in accordance with applicable federal statutes.

8.21 Appointment and Contract Forms: All academic employees who hold an appointment with the District or who are employed without an appointment shall be issued a Notice of Assignment prior to each assignment period.

The Notice of Assignment shall be the only appointment, contract, or assignment form used by the District for academic employees and shall state

a. that the Notice of Assignment incorporates by reference this AGREEMENT, which states the terms and conditions of employment;

b. the location and nature of the assignment(s);

c. the salary grade or salary as appropriate;

d. the beginning and ending dates of the assignment period;

e. the total number of days or hours, as appropriate, of the assignment period; and

f. the type of appointment held by the employee.

Additionally, the District shall provide written notification to academic employees regarding (1) the method and dates of payment, (2) the extent to which the individual academic employee is covered by insurance programs offered by the District and/or the State of Washington, (3) the extent to which the employee is entitled by law and/or this AGREEMENT to participate in such programs, and (4) the procedures such employee must follow to participate in such programs.

The Notice of Assignment shall be signed on behalf of the District by the President or designee. The Notice shall then be signed by the academic employee whose signature shall indicate that he or she does not intend to resign the faculty appointment during the stated assignment period. Upon execution of the Notice by the President and the employee, copies shall be forwarded by the District to the employee's personnel file, the Payroll Office, and the Union.

The Notice of Assignment Form shall be used exclusively for academic employees.

8.22 Medical Records: Medical records maintained by District health officials regarding academic employees shall be subject to the same confidentiality protections provided to students.

8.23 Clean Indoor Air Act: Consistent with the Washington Clean Indoor Air Act, RCW 70.160, as now law or hereafter amended, smoking shall not be permitted in classrooms, hallways, office reception areas, conference rooms, or other indoor areas where academic employees conduct their business on District property. Nothing in this section, however, shall be construed as prohibiting an individual academic employee from smoking in his or her completely enclosed, private office, provided that ventilation is adequate to minimize the toxic effect of smoke in adjacent nonsmoking areas or the office door is closed.

8.24 Discipline: Discipline shall be only for just cause and shall be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials upon which discipline is based shall be treated in accordance with Section 8.19 above. The academic employee shall have the right to Union representation in any disciplinary proceeding, including investigatory interviews with the employee.

ARTICLE IX - WORKING CONDITIONS
APPLICABLE TO FULL-TIME ACADEMIC EMPLOYEES

9.1 Workload Standards: Assignments shall be made to fulfill educational needs as determined by the District. In the event that it is necessary to assign duties prior to 7:30 a.m. or after 5:00 p.m., the academic employee shall be notified of such necessity in advance, and the necessity shall be discussed with the employee prior to actual assignment. Reasonable effort shall be made by the District to avoid such an assignment unless it is required in order to provide the academic employee with a full-time load.

Full-time loads are set forth in Appendix A, which by this reference is attached hereto and incorporated herein.

9.2 Travel: In cases where travel to a location other than the official duty station is required of an academic employee, the appropriate dean shall specify appropriate released time or an appropriate number of instructional units to be computed in the employee's workload in accordance with provision no. 5 of Appendix A.

Mileage costs for travel to such a location shall be reimbursable with the District rate for mileage as transportation for District business in the following instances: (a) where the location is the sole work location in any one day, reimbursement shall be for the total round-trip mileage to the site less the total round trip mileage between the employee's residence and the official duty station; (b) where the location is in addition to the official duty station in the same day, reimbursement shall be for the round trip mileage between the official duty station and the additional location; (c) other travel situations shall be evaluated by the appropriate dean in consultation with the affected academic employee.

9.3 Overloads: When an assignment for an academic employee holding a faculty appointment results in an accumulation in excess of sixteen (16) "instructional units" in the first quarter, thirty-two (32) "instructional units" in the second quarter, or forty-eight (48) instructional units" in the third quarter of the current normal assignment period, the District shall compensate the employee for the overload assignment through one (1) of the following three methods:

a. If the overload assignment does not exceed ten (10) "instructional units" in the quarter, the employee shall be paid in accordance with the formula in Appendix C of this AGREEMENT; or

b. if such overload does not exceed ten (10) "instructional units" in the quarter, and if the overload occurs in the first or second quarter of the current normal assignment period, the District shall assign a reduced load in the subsequent quarter(s) to assure that the annual accumulation does not exceed forty-eight (48) "instructional units"; or

c. if the overload caused by the class (or classes) exceeds ten (10) "instructional units" in the quarter, the employee shall be paid in accordance with the following pro rata formula, provided, however, that in the third quarter of the assignment period, this method shall be applied only if the total quarterly assignment exceeds twenty five (25) "instructional units":

$$\frac{\text{(excess i.u.s) x salary}}{48} = \text{overload compensation}$$

Overloads compensated by method "a" or "c" may be assigned only with the written consent of the academic employee.

Academic employees holding faculty appointments and teaching ten (10) "instructional units" or less as a supplemental assignment beyond the normal assignment period shall be compensated in accordance with the formula in Appendix C. If the teaching load exceeds ten (10) "instructional units" in such a supplemental assignment, the employee shall be compensated in accordance with the formula set forth in method "c" above, provided, however, that health occupational academic employees teaching more than ten (10) "instructional units" shall be compensated on an extended-day basis.

Academic employees holding faculty appointments and carrying out between-quarter, supplemental assignments of less than 17.5 hours in any week in counseling and/or curriculum development shall be compensated in accordance with the formula in Appendix C. If such assignments equal or exceed 17.5 hours in any week, the employee shall be compensated on an extended-day basis. Each extended day shall be compensated at 1/178 of the full-time salary in effect when the supplemental assignment is performed.

Assignments beyond the normal assignment period other than those specified above shall be compensated in accordance with Appendix C.

9.4 Full Time Faculty Pay Periods and Payment Options: Each full time academic employee shall be paid in accordance with the provisions of Chapter 42.16 RCW and Chapter 82-50 WAC as now or hereafter amended; to the extent permissible, each employee shall have the option of having his or her total contracted salary prorated to reflect a balloon payment at the end of the contractual year. Once an academic employee has selected an option, it shall remain in effect for that fiscal year and for each fiscal year thereafter until or unless he or she specifies in writing by September 10 that he or she desires to change options.

9.5 Work Schedule: The normal assignment period for each regular college year for full-time academic employees shall be 178 days, including the holidays specified in paragraph two of this Section. The 1986-87 Academic Calendar for the Fall, Winter, and Spring quarters is set forth in Appendix E of this AGREEMENT, which by this reference is attached hereto and incorporated herein. Representatives of the parties shall meet in February of 1987 and of 1988 to develop calendar recommendations concerning the 1987-88 and 1988-89 regular college years for ratification by the parties. Upon execution of such calendars, they shall be included in Appendix E.

The holidays in each regular college year shall be as follows: (a) Independence Day, (b) Labor Day, (c) Veterans' Day, (d) Thanksgiving Day and the day thereafter, (e) Christmas Day, (f) New Year's Day, (g) Martin Luther King Jr.'s Birthday, (h) Presidents' Day, (i) Spring Holiday, (j) Memorial Day. When holidays fall on weekends, the designated holiday shall be Friday if the holiday falls on Saturday and Monday if the Holiday falls on Sunday. The Spring Holiday shall be a Friday or Monday as close to May 1 as practicable.

"Regular college year" means a period of time inclusive of consecutive summer, fall, winter, and spring quarters when instructional services are being provided. No academic employee shall be required to exceed the number of assigned days in any combination of three quarters during the regular college year. Tenured, full-time counselors or librarians, however, may be assigned 178-day schedules within a ten (10) month period that differ from but are equivalent to the fall, winter, and spring normal assignment periods carried out by other full-time academic employees. Any such arrangement shall include ten (10) holidays or their equivalent.

9.6 Tuition and Fee Waivers: The District shall waive tuition and fees for full time academic employees subject to the following conditions:

a. Eligible employees will be required to pay a five dollar ($5.00) non-refundable records fee if they have never attended a District credit course. This fee is required one time only and only pertains to credit courses.

b. Eligible employees will be required to pay a five dollar ($5.00) registration fee per quarter plus any special course fees (e.g., laboratory fees).

c. Eligible employees covered by this Section or any other tuition-waiver regulations of the District may enroll on a space available basis only in classes where the number of tuition-paying students does not exceed the maximum designated class size.

d. Procedures shall be established in the District's admission offices to record enrollment information for employees participating under this program or any other comparable program in the District.

e. Eligible academic employees may utilize work time to attend classes in which they are enrolled under this Section provided that they are not otherwise assigned during that time.

f. Courses taken under this Section shall apply for salary advancement purposes subject to the guidelines of this AGREEMENT when such courses are taken outside work time.

g. An eligible employee may take no more than one course per quarter under this Section unless approved by the appropriate Associate Dean.

h. Community service courses shall not be covered by this Section.

9.7 Evaluation: The purpose of evaluation shall be to ensure, promote, and recognize quality performance by academic employees. Tenured academic employees and academic employees holding special faculty appointments shall be evaluated at least once every three years by the immediate supervisor. More frequent evaluations may occur in cases of unsatisfactory performance ratings or employee request. Evaluation of academic employees holding probationary faculty appointments shall be conducted in accordance with Article X of this AGREEMENT.

The academic employee's performance shall be deemed satisfactory in each regular college year unless such performance during the year is rated unsatisfactory for just cause following progressive discipline.

Evaluations shall be submitted in writing to the employee by June 1 of the applicable year and shall be based on evaluation activities conducted through the year by the supervisor in concert with the employee. Such evaluations shall be fair and reasonable and shall deal with the employee's performance of responsibilities as set forth in Section 8.2, 8.3, or 8.4 (as appropriate). Except in cases of unsatisfactory performance ratings, evaluations shall be deemed nondisciplinary but in any event shall be placed in the employee's personnel file in accordance with the provisions of Section 8.19 above.

Appropriate faculty involvement shall be utilized in developing evaluation instruments for purposes of this section. The process shall include consideration of student evaluations of the academic employee unless such evaluations would be unreasonable, irrevelant, or nonproductive. Employees may look to their peers for assistance in addressing areas of difficulty identified by the supervisor. Any such assistance, however, shall be deemed non-supervisory and non-evaluative and shall not be substituted in any way for the evaluation responsiblities of the supervisor.

Satisfactory performance evaluations shall not be grievable, provided however, that exclusion from grievance shall not be construed as a denial of the employee's right to append answers to such evaluations in accordance with 8.19 above.

9.8 Leaves for Illness, Injury, Bereavement, and Emergencies: Academic employees holding faculty appointments and other academic employees who are contracted for at least three academic quarters in any regular college year shall receive twelve (12) leave days per year for illness, injury, bereavement, and emergencies. Academic employees on unpaid or sabbatical leave, however, shall not accrue the leave provided in this section during the quarter(s) they are on unpaid or sabbatical leave.

The leave provided in this section after the first three-quarter period of employment shall be accumulated for full-time faculty and may be taken at any time (including the first three-quarter period) upon proper notification to the immediate supervisor. Such notification shall be in advance of the next assigned obligation if possible.

The District may require a medical examiner's statement in cases of extended absences for health reasons in excess of five (5) consecutive days or in cases where frequent absences for health reasons lead the immediate supervisor to believe that sick leave abuse may be occurring. In the latter case, however, the supervisor shall first meet with the employee to discuss the concern and seek a satisfactory resolution of the problem prior to making such a requirement. (The employee shall be entitled to Union representation in any such meeting.) When a medical examiner's statement required by the District demonstrates that the extended or frequent absences for health reasons are legitimate, the District upon written request of the employee shall reimburse him or her for the actual cost of the statement to the employee.

9.9 Bereavement Leave: The leave for bereavement provided in Section 9.8 above shall pertain also to related legal matters and shall be granted in the event of a death in the academic employee's immediate family. "Immediate family" means husband, wife, offspring, parent, sibling, stepbrother, stepsister, stepchild, stepparent, grandchild, grandparent, in-law, or any person living in the immediate household of the employee. Leave to pay last respects to a very close deceased friend may be granted by the immediate supervisor without loss of pay to the employee.

9.10 Leave for Pregnancy: Leave required by an academic employee due to pregnancy and recovery therefrom shall be treated as sick leave in compliance with applicable non-discrimination laws. Leave beyond the period of medical disability may be granted without pay up to a maximum of one (1) regular college year. Leave without pay during the period of medical disability shall be granted in the event sick leave is exhausted.

9.11 Attendance Incentive Programs: For purposes of "attendance incentive programs" prescribed by present or future statute, the leave described in Section 9.8 above shall be deemed compensable for any month during which one (1) or more contractual days of service are performed including full- or part-time summer quarter assignments for academic employees covered by Section 9.8.

In January of the year following any calendar year in which such leave is accrued, any eligible academic employee upon written request shall receive remuneration for such unused leave accumulated in that year at a rate equal to one (1) day's current monetary compensation for each four (4) full days of unused, accumulated leave in excess of sixty (60) days. In any year when this option is not exercised by the employee, the compensable leave shall accumulate and shall be paid on the same basis upon his or her separation from the District due to retirement or death. (If applicable, the employee's estate shall receive the compensation.) Any payments received in accordance with this paragraph shall not be included for the purpose of computing a retirement allowance under any public retirement system.

Payment under the preceding paragraph shall be only for those days defined as "compensable" above. Leave days taken during the calendar year shall be deducted from the total accumulated during the calendar year to determine "compensable days."

9.12 Jury Leave: Academic employees shall be excused from their duties for jury service. Such employees shall be paid their regular pay less any fee they may receive for acting as juror.

9.13 Professional Leave: Academic employees may be granted short-term, noncumulative leaves with pay to attend meetings of professional organizations in their disciplines or occupational specialties. Permission for such leave may be granted by the immediate supervisor with approval of the appropriate Dean. Arrangements shall be made at least five (5) days prior to the meetings or as soon as possible if the employee has had less than one week's notice of the meeting.

Such leave, normally not to exceed two (2) days per regular college year, may also be granted in the same manner to allow academic employees to make visitations in the State of Washington or neighboring states to observe methods, approaches, and techniques related to the coordination of programs and/or improvement of instruction or service to students.

In recognition of its intent to encourage the professional activities addressed in this section, the District shall pay the expenses incurred from such activities to the extent authorized by the Law and applicable regulations and as funds are available.

9.14 Unpaid Leaves of Absence: An unpaid leave of absence for up to two years may be granted upon application by any academic employee for the purpose of advanced study, serving as an officer in any professional or employee organization or its staff, campaigning for or serving in an elected or appointed public official position, or for personal reasons.

Such a leave may also be granted upon application by any academic employee for the purpose of participating in exchange teaching programs or in a cultural program related to his or her professional responsibilities.

The District may extend an unpaid leave of absence beyond the two-year limit upon application by the academic employee.

Upon return from an unpaid leave of absence, the academic employee may apply for any professional improvement credits earned during the leave. Failure to return within the time limits of an unpaid leave of absence shall relieve the District of its obligations to employee. If the District has reasonable cause to believe that an academic employee on unpaid leave may not return from such leave, the employee may be required to provide written notice of his or her intent to return within the time limits specified by the leave. The employee's failure to provide such notice may relieve the District of its obligations to the employee.

9.15 Sabbatical Leave: The grant of a sabbatical leave to academic employees is deemed to improve and enrich the educational programs of the District. Sabbatical leave may be granted to eligible academic employees for one, two, or three quarters for the purpose of planned travel, formal education, research, writing, or other experience of professional value. The object of such leave is to increase each academic employee's value to the District by providing periodic opportunity for renewal and enrichment outside the District operation. Academic employees shall be entitled to sabbatical leave of up to one (1) year at seventy-five percent (75%) pay upon completion of six (6) or more consecutive years of full-time academic employment with the District. No more than four percent (4%) of full-time academic employees may be granted sabbatical leave in any one year. The recipient of a sabbatical leave may accept grants, fellowships, or other monies that defray the cost of study, travel, or research.

The District may at its option grant a sabbatical leave after a shorter period of time but shall not be required to do so.

The granting of a sabbatical leave shall be contingent upon the execution of a contractual agreement between the District and the employee providing that he or she shall return to the District following the completion of the leave and serve in his or her appointment for a period commensurate with the amount of leave so granted. The contractual agreement shall also specify (a) the basic tasks to be performed during the leave, (b) the type of documentation required to confirm that the tasks have been completed, (c) the method for modifying the tasks during the course of the leave if such modification becomes necessary, and (d) the consequences of not substantially completing the tasks, including repayment provisions, if any. The employee shall have the right to Union representation in the development of such an agreement.

First priority for sabbatical leaves shall be given to providing career teachers, counselors, or librarians opportunity for renewal and enrichment within their disciplines. Second priority shall be given to requests for academic retraining.

A sabbatical leave committee shall be established for the life of this AGREEMENT to establish guidelines, in consultation with the College President, for academic-employee sabbatical leave requests; to receive and screen such requests; to interview sabbatical leave applicants; and to submit a ranked list of approved applications to the College President. The committee's guidelines shall be published by December 1 of each year and shall promote requests for sabbaticals containing opportunities for individual study, for independent research, for formal academic training programs, for the completion of writing projects, and for planned travel.

The committee shall be established as follows within thirty (30) days of the execution date of this AGREEMENT:

a. each division shall elect a tenured academic employee to serve on the committee,

b. two at-large, tenured academic employees shall be appointed by the Union, and

c. one administrator shall be appointed by the District.

No department or administrative unit (such as counseling or the library) shall have more than one (1) representative on the committee. The chairman of the committee shall be elected.

Sabbatical leave requests consistent with the committee's guidelines shall be submitted to the committee by the end of the first week of winter quarter. The committee shall submit its ranked list of approved applications to the College President by the end of the sixth week of the winter quarter, and the College President shall determine his or her recommendations for sabbatical leaves by the end of the ninth week of the winter quarter. He or shall shall review such recommendations with the committee at least two weeks prior to submitting them to the Board of Trustees for final approval. Following review of his or her recommendations with the Committee, the College President shall meet with successful and unsuccessful applicants at least one week prior to submission of the recommendations to the Board to explain the disposition of the applications. The College President's final recommendations shall be made to the Board not later than April 15 of any regular college year.

9.16 Retirement: Unless otherwise provided by law, no academic employee shall be regularly employed by Community College District No. 16 who has reached his or her seventieth (70th) birthday. If retirement age is reached during the school term, the academic employee may complete the year's work. The President may continue the appointment of an academic employee who has passed the age of seventy and who, in the judgment of the President, is essential to the continuation of excellence in the instructional program. Any academic employee may retire at his or her option upon becoming eligible under the Retirement Plan of which he or she is a member before reaching the age of seventy and shall, at any time, have the right to make any changes in his or her retirement plan permitted by the plan itself.

9.17 Placement on the Salary Schedule: New full-time academic employees shall be placed initially at Salary Grade I, II, III, or IV on the Salary Schedule, which is set forth in Appendix B of this AGREEMENT and which is by this reference attached hereto and incorporated herein. Initial placement shall be on the basis of experience in the employee's discipline or field, teaching and/or vocational experience, and educational credits as determined by the District and as acceptable to the new employee.

Any teaching academic employee who is assigned more than the Appendix C maximum threshold established in Section 12.5 below in any one quarter shall be placed on an appropriate Salary Grade (prorated), provided, however, that any such employee assigned forty-three (43) "instructional units" during the regular college year shall be deemed "full time" and shall receive a full Salary Grade Placement. The minimum threshold for Salary Grade Placement (prorated) for counseling or librarianship shall be fifty percent (50%), and the threshold for "full time" employment in such instances shall be ninety percent (90%).

Faculty salary grade placements for 1985-86 shall be brought forward.

9.18 Promotions on the Salary Schedule: In any reopener provided for in Section 14.2 of this AGREEMENT, the parties may consider the development of a promotional system for academic employees if such is permissible under the terms and conditions of the appropriation. Academic employees should submit requests for confirmation and/or approval of professional improvement activities heretofore not acted upon to the professional improvement committee by November 1, 1986, to assure consideration of such credits in the development of any such system. Rules for the formation of the professional improvement committee and for action upon requests for confirmation and/or approval of credit requests shall be those set forth in the 1983-85 AGREEMENT between the parties.

ARTICLE X - TENURE CONSIDERATIONS

The following rules on tenure are established (a) to protect faculty employment rights and faculty involvement in the establishment and protection of these rights in Community College District No. 16, and (b) to define a reasonable and orderly process for the appointment of academic employees to tenure status, or for the nonrenewal of probationary academic employees.

10.1 Definitions: As used in this AGREEMENT,

"Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

"Appointing Authority" shall mean the Board of Trustees of Community College District No. 16.

"Faculty Appointment" shall mean full time employment as a teacher, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "Faculty Appointment" shall also mean department heads to the extent that they have had or do have status as a teacher, counselor, or librarian. "Faculty Appointment" shall not mean, however, "special faculty appointment" as defined by RCW 28B.50.851(2)(b), provided that the conditions prescribed therein governing transfer and/or termination shall apply.

"Faculty Peer" shall mean an individual holding a faculty appointment.

"Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.

"Probationer" shall mean an individual holding a probationary faculty appointment.

"Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

"Tenure Review Committee" shall mean a committee composed of the probationer's tenured faculty peers, a student representative, and an administrator, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

10.2 Tenure Review Committee--Purpose and Selection of Membership: Each probationer shall have a five-member tenure review committee assigned to him or her by October 15 of the first year of appointment. Probationers appointed at some other time than the beginning of the fall quarter shall have such a committee assigned within six (6) weeks of the date of appointment. Tenure review committees shall serve as standing committees until such time as the probationer is either granted tenure or the probationary faculty appointment is terminated.

The tenured faculty in the probationer's department or administrative unit (i.e., the Library or the counseling unit) shall submit a list of three or more tenured nominees to the appropriate associate dean or other supervisor. The faculty peers and appropriate department head acting as a body shall then vote to select two such nominees as members of the tenure review committee.

The probationer may submit to the department or administrative-unit faculty peers a list of two or more nominees who are tenured faculty to serve on the tenure review committee. The faculty peers and appropriate department head acting as a body shall then vote to select one such nominee as a member of the tenure review committee. In the event that the probationer does not submit nominations, the faculty peers and department head acting as a body shall then vote to select a third committee member.

The administrator on the committee shall be appointed by the appropriate Dean.

The student member of the committee shall be a full time student appointed by the Associated Student Body President in accordance with procedures for such appointment established by the Student Body Government.

Any vacancy on a tenure review committee shall be filled in the same manner as the original appointment was made.

Insofar as possible, at least one member of the committee should be in the probationer's academic discipline or field of specialization.

10.3 Duties and Responsibilities of the Tenure Review Committee: The general duties and responsibilities of the tenure review committee shall be to (a) evaluate the probationer, (b) advise him or her of strengths and weaknesses in performance, and (c) develop programs to overcome any weaknesses that he or she may have. The evaluation process shall place primary importance upon the probationer's effectiveness in his or her appointment. The committee shall be responsible for making recommendations to the appointing authority regarding renewal or non-renewal of the probationary faculty appointment and/or the granting of tenure.

10.4 Operating Procedures for the Tenure Review Committee: The first meeting of a tenure review committee shall be upon the call of the Dean of Instruction. A chairperson shall be elected by the committee at its first meeting.

All meetings of a tenure review committee after the first shall take place upon the call of the chairperson. The committee may meet with or without the probationer being present. The committee shall determine whether the probationer's presence is necessary or advisable, provided, however, that the committee shall meet with the probationer at least once each quarter during the fall, winter, and spring quarters.

The evaluation process employed by the committee shall include the following:

a. The first order of business shall be to establish, in consultation with the probationer, the procedures to be followed in evaluating the probationer's effectiveness in his or her appointment.

b. Criteria to be used in the evaluation shall be limited to faculty-staff relationships; instructional, guidance and/or librarianship skills; general District service; and knowledge of subject matter.

c. Evaluation shall be based partly on firsthand observations of the probationer's performance in his or her position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by his or her immediate supervisor, and an evaluation by the probationer's students.

d. In areas such as the Library and the counseling unit where classroom visits and/or student evaluation might be unreasonable, irrelevant, or unproductive, the committee shall be free to devise and employ evaluation techniques and procedures that the committee deems to be more appropriate.

e. All evaluative judgments by the committee shall be in written, narrative report form.

When deficiencies or weaknesses in the performance of a probationer have been noted by the committee, the following steps should be taken by the committee:

1. Areas of deficiency or weakness should be discussed at a conference with the probationer as soon as these deficiencies are recognized.

2. The committee should develop with the probationer a written program to improve these areas.

3. Frequent conferences should be held to help the probationer improve.

Each committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of his or her progress during the probationary period and shall receive the probationer's written acknowledgement thereof.

In addition, the following written, confidential reports will be rendered to the probationer, the President, and the appointing authority on or before the times specified, provided, however, that the committee shall not be required to make a recommendation for tenure or continued employment if the committee in an earlier report has recommended nonrenewal:

a. A written progress report by the end of the fall quarter outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any deficiencies or weaknesses.

b. A written evaluation of the probationer's performance and progress, including the degree to which the probationer has overcome any stated deficiencies (see "a" above), on or before February 15.

c. A written recommendation regarding the renewal or nonrenewal of the probationer's appointment for the ensuing regular college year or regarding the award or non-award of tenure (as appropriate), on or before February 15.

10.5 Action by the Appointing Authority: The appointing authority shall advise the probationer regarding the award of tenure or nonrenewal prior to the last day of the winter quarter of any regular college year.

10.6 Tenure may be awarded to a probationer at any time by the appointing authority after giving reasonable consideration to a specific recommendation from the review committee, provided, however, that the appointing authority shall not consider any recommendation for an award of tenure until the probationer has completed a minimum of one regular college year of full time academic employment. The maximum probationary period shall be as specified in RCW 28B.50.852.

10.7 Rights, Obligations, and Reasonable Expectations of the Probationer: Under this Article, the probationer has the following rights and reasonable expectations:

a. Sufficient rapport should be established between the probationer and his or her review committee so that the purpose of the classroom visits and evaluation sessions is clear.

b. The classroom visits should be arranged with the probationer so that he or she will be prepared for them.

c. The committee should acquaint the probationer with the evaluation instruments prior to their use.

d. Conferences with the probationer should be scheduled and should cover each category on the evaluation instruments used in preparation for the conference.

e. When a disagreement between the probationer and the committee arises over any area of evaluation, the probationer may submit a written statement of these disagreements and shall be entitled to a written response from the committee.

f. If the probationer disagrees with the recommendation by the review committee to the appointing authority, he or she may request a meeting of the faculty peers and department head in his or her department or administrative unit. The faculty peers and department head acting as a body shall review the committee recommendation with the probationer. Within one (1) week of the meeting, the decision of the faculty peers and department head acting as a body shall be sent in writing to the appointing authority, with copies to the probationer and the Union President. This report shall be advisory only and shall not be construed to be contrary to or supersede any provision of RCW 28B.50.850 through RCW 28B.50.869. Time limits expressed herein shall not apply to breaks between academic quarters nor to the summer quarter.

10.8 Exclusion from Grievance Procedure: The provisions of this Article shall be excluded from the Grievance Procedure. Nothing in this section shall be construed to prevent application of the definitions contained in Section 10.1 to other articles in this AGREEMENT.

ARTICLE XI - DISMISSAL

Academic employees holding faculty appointments shall be dismissed only under the following provisions. Such an employee shall not be dismissed except for sufficient cause, and, should dismissal be attempted, it shall be done by due process.

11.1 Reasons for Dismissal: An academic employee holding a faculty appointment may be dismissed only for sufficient cause, which includes but is not limited to

a. Aiding and abetting or participating in (1) any unlawful act of violence, (2) any unlawful act resulting in destruction of community college property, or (3) any unlawful interference with the orderly conduct of the educational process.

b. Insufficient funds, change of instructional programs, or lack of students participating in a specific program.

c. Financial emergency as defined by RCW 28B.50.873.

d. Willful neglect of duty.

e. Incompetence.

f. Malfeasance.

g. Gross misconduct.

h. Willfull violation of published District rules and regulations.

i. Excessive, unexcused absenteeism.

11.2 Preliminary Proceedings Relating to a Reduction in Force--Protection of Programs: When the President believes that dismissal proceedings should be commenced to meet an emergency contemplated by cause "b" or "c" in Section 11.1 above, he or she shall first determine which of the following programs are most necessary to the operation of the District:

Adult Basic Education
Agriculture
Anthropology
Art
Audio-Visual
Biological Sciences
Business Administration
Business Mid-Management
Business Real Estate
Business Secretarial Training
Chemistry
Civil Engineering Technology
Clerical Skills
Communications
Community Health Advocate

French
General Engineering
Geology
German
History
Health
Home Economics
Humanities
Library
Mathematics
Mechanics
Music
Nursing (Associate Degree)
Nursing (LPN)
Philosophy
Photography

Computer Science/Data Processing
Counseling
Criminal Justice
Dental Hygiene
Diesel
Drama
Economics
Education
English
Ethnic Studies
Family Life

Physical Education
Physical Science
Physics
Political Science
Psychology
Radiology Technology
Sociology
Social Work
Social Science
Spanish
Speech
Welding

In making such a determination, the President shall consider the following and related factors:

a. Available funding

b. Current program enrollments, trends in enrollment, and the effect(s) of such trends on programs

c. Present and anticipated service needs of the District

d. Possible reassignments of faculty to faculty or administrative vacancies resulting from retirements, resignations, leaves, etc.

e. Reduction or elimination of overload and part time assignments for the purpose of providing full time faculty loads to academic employees potentially subject to dismissal proceedings

f. Changes in the established goals and educational policies of the District

The duties associated with the programs identified as most necessary by the President shall be deemed "needed duties" of an academic employee and thus subject to "protected status" in dismissal decisions.

11.3 Preliminary Proceedings Relating to a Reduction in Force--Selection of Candidates for Dismissal: After completing the requirements of Section 11.2 above, the President shall determine the number of academic employees who will be recommended for dismissal and then select them on the basis of reverse seniority--i.e., the least senior employee shall be selected first; the most senior last. Exceptions to this order may be made only when strict adherence would result in no qualified academic employee being available to perform fully the duties of a "protected status" program and/or when strict adherence would cause a substantial regression in the progress of the District towards its affirmative action goals.

11.4 Preliminary Proceeding Relating to Dismissal--Informal Meeting(s): Before any official dismissal action is taken by the President against an academic employee holding a faculty appointment, the employee shall receive from the President (1) oral or written notice of the charges, (2) an explanation of the evidence supporting the charges, and (3) an opportunity either in person or in writing (or both) to present reasons why the proposed action should not be taken. The employee shall have the right to be accompanied by a Union Representative at any meeting held.

11.5 Dismissal Proceedings--Notice: Following the informal meeting(s) specified in Section 11.4 above, the President may initiate dismissal proceedings by specifying the grounds constituting sufficient cause for dismissal and serve written notice of the cause(s) to the affected academic employee. Copies of the written notice shall be provided to the Hearing Committee.

The notice shall include the following:

a. A statement of the time, place, and nature of the hearing, which must be held on not less than ten (10) days' written notice;

b. A statement of the legal authority and jurisdiction under which the hearing is to be held;

c. A reference to the particular rules of the District that are involved; and

d. A short and plain statement of the matters asserted. In the case of a reduction in force for the reasons set forth in RCW 28B.50.873, this shall include a statement of (1) the grounds for reduction in force as delineated in that statutory section, and (2) the basis for selection of the affected employee. In such a case, the notice shall also clearly state that separation is not due to the job performance of the employee and thus is without prejudice to the employee. In addition, in such a case, the notice shall indicate the basis for reduction in force as one or both of the reasons set forth in RCW 28B.50.873 and shall also indicate the effective date of separation from service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the College President within seven (7) days, the College President will request a written determination from the employee as to whether he or she wishes to exercise the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, such failure shall be communicated to the Hearing Committee and Board of Trustees. A timely written request for a hearing within the ten-day period is deemed jurisdictional.

11.6 Dismissal Proceedings--Procedural Rights of Affected Employees: An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administrative Procedures Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses.

2. The right to be free from compulsion to divulge information that the employee could not be compelled to divulge in a court of law.

3. The right to be heard in his or her own defense and to present witnesses, testimony, and evidence on all issues involved.

4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.

5. The right to counsel of his or her own choosing who may appear and act on behalf of the employee at the hearings.

6. The right to have witnesses sworn and testify under oath.

7. The right to make discovery through depositions and interrogatories.

11.7 Dismissal Proceedings--Hearing Officer Appointment and Duties: Upon receipt of a request for a hearing from an affected employee, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer, who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the State of Washington or any of its political subdivisions or a member of the Board of Trustees of any community college in the State of Washington.

In the case of a reduction in force for reasons set forth in RCW 28B.50.873, affected academic employees may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), provided, however, that where there is more than one academic employee affected by the proposed reduction in force, such employees requesting a hearing must act collectively in making such a request. The costs incurred for the services and expenses of such a hearing officer shall be shared equally by the District and the academic employee(s) requesting the hearing.

In any proposed dismissal action, the hearing officer shall conduct the hearing in accordance with Chapter 28B.19 RCW. The duties of the hearing officer shall include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence, provided, however, that no person shall be compelled to divulge information that he or she could not be compelled to divulge in a court of law;

b. Issuing subpoenas;

c. Taking or causing depositions to be taken pursuant to rules promulgated by the District;

d. Regulating the course of the hearing;

e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

f. Disposing of procedural requests or similar matters;

g. Making all rulings regarding the evidentiary issues presented during the course of the Hearing Committee hearings;

h. Appointing a court reporter who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents, and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. Allowing the Hearing Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by them;

j. Preparing proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction in force for reasons set forth in RCW 28B.50.873, the written recommendation of the hearing officer will be presented to the College President, the Hearing Committee, the affected employee(s), and the Board of Trustees.

k. Being responsible for preparing and assembling a record for review by the Board of Trustees, which shall include the following:

   1. All pleadings, motions, and rulings;

   2. All evidence received or considered;

   3. A statement of any matters officially noticed;

   4. All questions and offers of proof, objections, and rulings thereon;

   5. Proposed findings, conclusions of law, and recommended decision; and

   6. A copy of the recommendations of the Hearing Committee.

l. Deciding, with advice from the Hearing Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted to attend or be excluded from the hearing.

m. Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

n. Consolidating individual reduction-in-force hearings into a single hearing. In the case of reduction in force for reasons set forth in RCW 28B.50.873, the formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the proposed reduction in force has been issued. The only issue to be determined in any such "873" case shall be whether the particular academic employees affected by the proposed dismissal are the proper ones to be dismissed under the provisions of this AGREEMENT. Further, in any such "873" case, any findings, conclusions of law, and recommended decision shall not be subject to further Hearing Committee action.

11.8 Dismissal Proceedings--Composition of Hearing Committee: The Hearing Committee shall be composed of one (1) elected tenured faculty peer from each division listed in Section 13.3 below; one elected, tenured faculty peer from Counseling and the Library (combined); an administrator appointed by the President; and a student appointed by the Associated Student Body President in accordance with procedures for such appointment established by the Student Body Government.

Faculty peers shall be elected in the following manner:

a. Each division or administrative unit shall submit the names of two nominees to the Union President (or designee), prpvided, however, that Counseling and the Library shall function as a single unit solely for the purpose of this election.

b. The Union shall then publish the list of all nominees to all faculty peers in the District, and a secret ballot election shall be held by the Union on the main campus after not less than five (5) working days written notice. The election shall be held between the hours of 8:00 a.m. and 4:00 p.m., and faculty peers shall be granted released time, if necessary, to participate in the election.

Appropriate supervisors shall be responsible for assuring that the nominations are made by the faculty peers acting in a body and that they are submitted in a timely manner to the Union President (or designee). The faculty peers who are elected shall serve from the date of their election until the expiration of this AGREEMENT. The nominees who are not elected shall serve as alternates and shall serve on the Hearing Committee in the event of a vacancy in the position for which they were nominated.

11.9 Dismissal Proceedings--Duties of Hearing Committee: The general duty of the Hearing Committee shall be to submit recommendations regarding presidential action flowing from operation of Section 11.5 above. Specific responsibilities of the Committee shall be as follows:

1. To review the case of the proposed dismissal.

2. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witnesses.

3. To hear testimony from all interested parties, including but not limited to other faculty members and students, and to review any evidence offered by those parties.

4. To arrive at its recommendations in conference on the basis of the hearing. The Committee shall submit its written recommendations to the hearing officer, the College President, the affected faculty member(s), and the Board of Trustees as soon as reasonably practicable, but in no event later than thirty (30) days after the conclusion of the formal hearing, except in the case of a reduction in force for reasons set forth in RCW 28B.50.873 where the written recommendations shall be thus submitted within seven (7) days of the conclusion of the hearing.

5. Failure of the Hearing Committee to make written recommendations regarding dismissal within the prescribed time limits shall be deemed a recommendation neither for nor against dismissal, and the appointing authority may proceed with the matter based upon that type of recommendation from the committee.

In no case shall a member of the Committee sit in judgment of his or her own case.

The Committee shall conduct business only in formal meetings. Appropriate clerical assistance for recording and distributing Committee information shall be provided by the District.

11.10 Dismissal Proceedings--Final Decision by the Board of Trustees and Effective Date: In any proposed dismissal, Board review shall be based on the record of the formal hearing and on any record made before the Board of Trustees. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives and may hold such other proceedings as it deems advisable.

The final decision to dismiss or not to dismiss shall rest with the Board of Trustees after giving reasonable consideration to the recommendations of the Hearing Committee and the hearing officer. The Board shall notify the affected academic employee(s) of its final decision in writing and, if applicable, the effective date of dismissal within a reasonable time following the conclusion of the Board's review.

The effective date of a dismissal for sufficient cause shall be a date subsequent to the time at which the affected academic employee receives written notice of the Board's final decision. Such date may be, at the Board's discretion, immediately, the end of the academic quarter, the expiration of the individual's current assignment period, etc. In the case of a reduction in force for reasons set forth in RCW 28B.50.873, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of the employee's current assignment period.

Nothing in this AGREEMENT shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

The District, prior to final dismissal action, shall not abridge the full employment rights and privileges of an academic employee recommended for dismissal by the President. The President may suspend such an employee, however, prior to the final decision of the Board of Trustees if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

11.11 Dismissal Proceedings--Appeal from Board of Trustees Decisions: Pursuant to RCW 28B.19.150 as now law or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

11.12 Seniority: As used in this AGREEMENT, seniority shall be based on first date of hire with School District No. 7 or Community College District No. 16, whichever is earlier, for full-time academic employment. Service with or for Yakima Valley College shall be required with regard to School District No. 7 employment, however. Interruptions in full-time academic employment (except for paid leaves) shall

be deducted from the total accumulation of seniority. Apparent ties in years of service shall be broken on the basis of (a) first date of signature of a letter of intent to accept full-time academic employment; (b) first date of signature on a full-time academic employee contract, and (c) first date of application for employment, in that order.

A complete seniority list shall be developed by the District and published to the faculty within thirty (30) days of the execution of this AGREEMENT. Thereafter, the seniority list shall be updated as new faculty appointments are made. The seniority list, as updated, shall be published to the faculty during each fall quarter during the life of this AGREEMENT.

11.13 Layoff Status and Recall Rights: In any proceeding flowing from a "reduction in force" where the final result has been dismissal by operation of Sections 11.5 through 11.11 above, the affected academic employee shall be deemed to be "on layoff" for two calendar years from the effective date of the dismissal, subject to the following provisions:

a. A recall list shall be created and maintained by the District and shall contain the names of those academic employees "on layoff" in order of seniority.

b. Those qualified academic employees on the recall list shall be provided the right of recall according to their seniority--i.e., the most senior qualified employee will be recalled first; the least senior last.

c. No new hires shall be permitted to fill full time academic employee vacancies in the District unless there are no qualified individuals on the recall list to fill the vacancies.

d. The name of any academic employee "on layoff" who refuses a recall offer shall be removed from the recall list, and such employee shall no longer be considered eligible for recall.

e. Academic employees on the recall lists shall be responsible for furnishing the District with appropriate addresses to which notices and other pertinent recall information can be sent.

f. Upon recall, academic employees shall retain all benefits, such as sick leave, tenure, and seniority, that they had accrued to the date of "layoff."

Upon request of an academic employee "on layoff," the President shall write a letter that the employee may include with applications stating (a) the reasons for the "layoff," (b) the qualifications of the employee, and (c) any other pertinent information that may be of assistance in securing another employment position.

11.14 Section 11.12 of this AGREEMENT shall be subject to the Grievance Procedure. All other provisions of this article shall be excluded from the Grievance Procedure.

ARTICLE XII - WORKING CONDITIONS APPLICABLE TO PART TIME ACADEMIC EMPLOYEES

12.1 Hiring and Assignment: Each quarter, the appropriate associate dean shall meet with each department head to ascertain the department's recommendation regarding part-time staffing that will be in effect in the District for the next quarter. The associate dean shall then forward recommendations to the Dean of Instruction for consideration and final approval.

12.2 Cancellation of Minimum Enrollment Classes: In cases where classes subject to minimum enrollment fail to meet such minimums, the affected academic employee shall receive full compensation for each hour of the class actually worked until it is cancelled by the District. Such cancellation may be made verbally, provided that written verification is provided to the employee within seven (7) days of the official cancellation. A copy of the written verification shall be provided to the Union at the same time and in the same form.

12.3 Evaluation: Part time academic employees shall be evaluated by the appropriate supervisor. The evaluation shall be fair and reasonable and shall deal with the employee's performance of assigned responsibilities. The evaluation process shall include consideration of student evaluation of the employee's performance. In the absence of an evaluation to the contrary, the affected employee's performance shall be deemed satisfactory.

12.4 Part Time Faculty Pay Periods: Each part time academic employee shall be paid in accordance with the provisions of Chapter 42.16 RCW and Chapter 82-50 WAC as now or hereafter amended.

12.5 Workload and Compensation: Except as specifically provided otherwise in paragraph two of this section, part time academic employees who teach ten (10) "instructional units" or less in any one quarter shall be paid at the part time rate as set forth in Appendix C of this AGREEMENT, which by this reference is attached hereto and incorporated herein. Such employees teaching more than ten (10) "instructional units" in any one quarter shall be paid in accordance with the provisions of Section 9.17 above, provided, however, that any such employee who teaches more than forty (40) "instructional units" during the regular college year shall be given a pro-rata placement on an appropriate Salary Grade. Academic employees who counsel or perform the duties of librarians shall be paid in accordance with Appendix C if working less than fifty percent (50%) during the quarter and in accordance with Section 9.17 above if working fifty percent (50%) or more during the quarter.

The fall quarter Appendix C maximum for Adult Basic Education or Clerical Skills shall be eleven (11) "instructional units," and the yearly Appendix C maximum for instructors teaching four quarters of Adult Basic Education or Clerical Skills in the regular college year shall be forty-one (41) "instructional units."

Consistent with applicable SEIB Regulations, a part time academic employee shall be eligible for fringe benefits beginning the second consecutive quarter in which the assignment exceeds ten (10) "instructional units" or, in the case of counselors and librarians, where the assignment exceeds 17.5 hours per week.

ARTICLE XIII - CURRICULUM DEVELOPMENT AND GOVERNANCE

13.1 Each division bears primary responsibility for its curriculum and the continuous evaluation of that curriculum. Recommendations for curricular change may be made at any time in accordance with this Article. In developing its curriculum, each division should strive to develop a coordinated sequential series of skills or courses by which students may achieve increasing competencies and knowledge.

The department within which a course is to be taught is responsible for developing the course content. Once a course has been developed by the department, the head of the department shall present it to the associate dean for submission to the Curriculum Committee. Failure to respond to curriculum proposals on a timely basis shall not bar further action by the Curriculum Committee.

13.2 Composition and Duties of the Curriculum Committee: The Curriculum Committee shall be composed of seven (7) administrators (including the Dean of Instruction, who shall chair the Committee), two (2) department heads from each division, one (1) faculty peer from the counseling unit, and two (2) students. The department heads shall be elected by vote of all department heads in the division for a two-year term. The faculty peers in the counseling unit shall elect their representative for a two-year term, and the student representatives shall be appointed by the Associated Student Body President in accordance with procedures established by the Associated Student Body for such appointments.

The Committee shall have responsibility for consideration and review of proposed curricular changes, additions, and deletions. The Committee shall act upon all requests that come before it through the associate deans by either approving or rejecting the request. Upon approval of a request, the Committee shall forward it to the President for formal District approval. Upon rejection of a request, the Committee shall advise the proposing parties of the reason(s) for rejection.

Appeals from the decision of the Curriculum Committee may be made to the President.

In the formulation of new programs or changes in existing programs, each division and department that is directly involved in courses which would be part of the program shall participate in decisions relative to that division and department's part of the curriculum of the proposed program.

13.3 Governance: Each of the following departments (except any department having state or national accreditation standards requiring that individuals with specific qualifications be program directors or coordinators) shall elect a department head within thirty (30) days of the execution date of this AGREEMENT for a term of office beginning with the date of election and ending with the expiration of this AGREEMENT. Each faculty peer shall be eligible to vote, and the department head shall be elected when he or she receives a majority of valid votes cast in a secret ballot election. The election shall be conducted by the associate dean, who shall provide a minimum of five (5)

working days notice of the election in writing. No faculty peer may vote in more than one department election. (If no faculty peer will stand for election, the associate dean will appoint the department head.). The District shall appoint program directors or coordinators in departments excluded above from such election procedures.

The following shall be the departments of the District. (Parenthetical notations in this listing designate placement of related disciplines.)

Health Occupations Division

Nursing (Community Health Advocate)
Radiologic Technology
Dental Hygiene

Liberal Arts Division

Fine Arts and Philosophy
Communications
English
Foreign Languages
Social Relations (Ethnic Studies, Law and Justice, Education, Alcoholism Studies/Social Work)
History and Political Science
Psychology

Business and Vocational Technology Division

Business (Economics, Secretarial Training)
Engineering
General Mechanics
Welding
Agriculture

Sciences and Physical Education Division

Biology and Home Economics
Physical Sciences
Mathematics
Physical Education

A department is deemed to be a governance body only, and the position of "department head" is deemed to be a nonsupervisory position, established for the purpose of coordinating activities and concerns of the department and communicating those concerns to the administration. An academic employee who has held the position of department head under the predecessor to this AGREEMENT may stand for re-election or, if applicable, reappointment, provided, however, that under no circumstances shall such an employee be required to serve in the position against his or her wishes.

Each department shall develop and administer procedures pertaining to its areas of responsibility as set forth in this AGREEMENT and as approved by the associate dean. To this end, each department shall hold at least one meeting at the beginning of each academic quarter. Department meetings shall be called by the department head in a written notice with accompanying agenda to each faculty peer in the department.

Each department shall participate in college-wide registration and advising, which shall be coordinated by the associate dean. Further, each department shall be responsive to the recommendations of students, community members, other departments and units of the District and to appropriate advisory boards regarding its course offerings and educational philosophy.

Each department in consultation with the associate dean shall develop and approve recommendations for curriculum and course offerings in department meetings for all regular, continuing education, evening and/or summer programs. Such recommendations shall be forwarded by the department head to the associate dean for transmittal to the Curriculum Committee or Dean of Instruction, as appropriate.

The department heads in consultation with the associate dean shall be responsible for making recommendations regarding staff needs as requested by the department(s). Such recommendations shall be forwarded to the Dean of Instruction by the associate dean.

Upon approval by the District, department budgets shall be distributed to the appropriate department head by the associate dean.

Divisional designations reflected in this section may be altered by the District in the event of an administrative reorganization during the life of this AGREEMENT.

ARTICLE XIV - DURATION

14.1 This AGREEMENT, including all appendices referenced herein, shall become effective September 1, 1986, and shall remain in effect until the close of June 30, 1989.

14.2 The parties agree to re-open Appendices B and C at any time that a salary-increase appropriation from the State Board for Community College Education is made available to the District.

14.3 The parties agree that upon request of either party at any time negotiations shall convene for the purpose of developing a retirement-incentive program for academic employees holding faculty appointments.

14.4 The parties agree to commence bargaining for a successor agreement no later than March 31, 1989, at a time and place mutually convenient to the parties. The first meeting shall consist of an exchange of complete proposals and discussion of the procedures to be followed during bargaining.

SIGNED this 9th day of October, 1986, at Yakima, Washington.

FOR: YAKIMA VALLEY COLLEGE
FEDERATION OF TEACHERS,
LOCAL 1485 AFT, WFT,
AFL/CIO

By Roger D Carlstrom
Roger D. Carlstrom
President

FOR: BOARD OF TRUSTEES OF
COMMUNITY COLLEGE
DISTRICT NO. 16

By Dan Stephens
Dan Stephens
Chairman

APPENDIX A - WORKLOAD STANDARDS

As provided in Section 9.1 of this AGREEMENT, the following shall form the basis for determining "full time loads" in the District:

1. A total of forty-three (43) to forty eight (48) "instructional units" per normal assignment period shall constitute a "full time load" for each teaching academic employee.

2. Counselors and librarians holding faculty appointments who may from time to time instruct classes in the District shall do so during their weekly span.

3. "Instructional units" shall be computed for the modes of instruction as follows:

   a. Lecture/Discussion (1.0 "instructional unit")

      One (1) credit hour shall equal 1.0 "instructional unit" for classes where the credit hours equal or exceed the weekly contact hours.

   b. Lab/Studio (0.75 "instructional unit")

      Except in shop classes (see mode "c"), one (1) contact hour per week shall equal 0.75 "instructional unit" for classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour.

   c. Shop (0.64 "instructional unit")

      One (1) contact hour per week shall equal 0.64 "instructional unit" for shop classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour.

   d. Clinic/Special Program (0.60 "instructional unit")

      One (1) contact hour per week shall equal 0.60 "instructional unit" for classes requiring more than two (2) weekly contact hours per credit and for classes taught on an individualized basis.

   e. Other Supervised Educational Experience (0.50 "instructional unit"

      One (1) contact hour per week shall equal 0.50 "instructional unit" for non-credit classes, field supervision, cooperative education, and other teaching assignments not covered above.

4. In addition to the above requirements, each instructor holding a faculty appointment and teaching in modes "a," "b," "c," and/or "d" shall post and hold a daily office hour outside of class time and within the maximum weekly span specified in Section 8.2 above. The instructor shall notify the appropriate associate dean in writing of the hour posted. If the associate dean considers the office hour to be inappropriate, the instructor and the associate dean shall meet to establish an acceptable time for the office hour.

5. Released time or load credit for instructionally related activities by an academic employee may be granted in writing by the immediate supervisor with the written approval of the appropriate dean. Load credits shall be granted (using mode "e") to part time academic employees who are assigned to curriculum development, coordination, advising, or other instructionally related duties.

6. The term "contact hour" shall mean fifty (50) minutes.

APPENDIX B - FACULTY SALARY SCHEDULE

As provided in Section 9.17 of this AGREEMENT, the following shall be the Salary Schedule for academic employees of Community College District No. 16:

Salary Grade	Salary
I*	19,858*
II*	22,694*
III*	25,248*
IV*	27,517*
V	29,219
VI	30,922
VII	32,624
VIII	34,043

*Hiring at these levels only.

APPENDIX C - PART TIME COMPENSATION

As provided in Section 12.5 of the AGREEMENT, academic employees teaching at or below the Appendix C threshold in a quarter shall be compensated in accordance with the following formula:

$$\text{Salary} = \frac{\text{Salary Grade I} \times 0.62 \times \text{"instructional units"}}{45 \text{ "instructional units"}}$$

Counselors and librarians covered by this Appendix (see Section 12.5 of this AGREEMENT) shall use Mode "e" in Appendix A to determine part time compensation.

APPENDIX D
EXTENDED DAYS FOR ASSIGNMENTS in the PERFORMING ARTS AND ATHLETICS

As provided in Section 8.8 of this AGREEMENT, the following extended days shall be assigned for each of the activities listed:

Performing Arts

Executive Director of Drama	7 days per assigned quarter
Associate Directors, Drama	
Technical Director	5 days per assigned quarter
Readers' Theater Director	5 days per assigned quarter
Music Director (Drama)	5 days per assigned quarter
Associate Directors, Music	
Choral Director	5 days per assigned quarter
Band Director	5 days per assigned quarter

Athletics

Major Sports	**Head Coach**	**Asst. Coach**
Football	30 days	10 days
Baseball	20	10
Basketball	20	10
Track	20	10
Softball	20	10
Volleyball	20	10
Minor Sports (all others)	10	5
Other		
Athletic Trainer	5 days per assigned quarter	

APPENDIX E CALENDAR

As provided in Section 9.5 of this AGREEMENT, the following is the 1986-87 Academic Calendar for the Fall, Winter, and Spring Quarters.

FALL QUARTER 1986

September 1, 1986	Labor Day--HOLIDAY
September 15, 1986	Faculty Returns
September 15 - 16, 1986	Faculty Orientation
September 17 - 19, 1986	Advising and Registration
September 22, 1986	First Day of Classes
November 11, 1986	Veterans' Day - HOLIDAY
November 20, 1986	Advising Day/NO CLASSES
November 20 - 26, 1986	Advising and Registration
November 27, 28, 1986	Thanksgiving Holidays
December 5, 1986	Last Day of Classes
December 8, 9, 10, 1986	Final Exams
December 11, 1986	Advising and Registration (new students)
December 11 - 12, 1986	Grades Preparation.
December 12, 1986	Grades due by 4:00 p.m.
December 25, 1986	Christmas Holiday
December 15 - January 2, 1987	Christmas Vacation

WINTER QUARTER 1987

January 1, 1987	New Year's Day--HOLIDAY
January 5, 1987	Advising Day--New & Returning Students
January 5, 1987	Classes Begin
January 19, 1987	M.L. King, Jr's Birthday--HOLIDAY
February 16, 1987	President's Day--HOLIDAY
TO BE DETERMINED	Advising and Registration
March 13, 1987	Last Day of Classes
March 16, 17, 18, 1987	Final Exams
March 19, 1987	Advising and Registration (new students)
March 19 - 20, 1987	Grades Preparation.
March 20, 1987	Grades due by 4:00 p.m.
March 23 - 27, 1987	Spring Vacation

SPRING QUARTER 1987

March 30, 1987	Advising Day--New & Returning Students
March 30, 1987	Classes Begin
May 1, 1987	Spring Holiday--NO CLASSES
TO BE DETERMINED	Advising and Registration
May 25, 1987	Memorial Day--HOLIDAY
June 5, 1987	Last Day of Classes
June 8, 9, 10, 1987	Final Exams
June 11, 1987	Commencement
June 11 - 12, 1987	Grades Preparation
June 12, 1987	Grades due by 4:00 p.m.

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Master Contract

Board of Trustees of Washington
Community College District 17
and the District Association
For Higher Education

September 1, 1985
Through August 31, 1988

(2yr)

JC870524

MASTER CONTRACT

September 1, 1985 - August 31, 1988

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CONTRACT

BY AND BETWEEN THE

BOARD OF TRUSTEES OF WASHINGTON COMMUNITY COLLEGE

DISTRICT 17

AND THE

DISTRICT 17 ASSOCIATION FOR HIGHER EDUCATION

This is a Contract made and entered this 18th day of June, 1985, between the Board of Trustees of Washington Community College District 17 (hereinafter referred to as Employer or District) and the District 17 Association for Higher Education, an affiliate of the Washington Education Association and the National Education Association, (hereinafter referred to as the Association). The terms Employer or District used hereafter should mean the Board of Trustees or its lawfully delegated representatives.

ARTICLE I

RECOGNITION

Section 1.

The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the District for the purpose of exercising all rights accorded academic employee organizations by RCW 28B.52 or any subsequent legislation.

Section 2.

Academic employee means any teacher, counselor or librarian, or Department Chair who is employed by the District. Excluded are the chief administrative officers, any administrator in District 17 who may be excluded by law pursuant to RCW 28B.52 or any subsequent legislation, classified employees, and student employees.

Section 3.

For purposes of administering this Contract, there shall be two (2) types of academic employees (hereinafter referred to as employee).

a. Annually-contracted employees shall mean those individuals who perform full-time duties as defined in Article IV. The terms of this Contract shall be fully applicable to such employees.

b. Hourly-contracted employees shall mean all individuals not covered by a. above, including annually-contracted employees during such time that they are performing duties beyond those required to maintain full-time status. The terms of Article XXII shall be fully applicable to such employees.

ARTICLE II

MANAGEMENT RIGHTS

The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Contract.

In order to implement the provisions of this Contract, the Employer may adopt policies and procedures as appropriate, provided they do not reduce wages, hours, or terms and conditions of employment defined herein.

All matters not specifically and expressly covered by the language of this Contract may be administered for its duration by the Employer in accordance with such policies and procedures as it may from time to time determine; provided, however, that District-wide services/privileges generally prevailing for employees and not covered by this Contract shall not be reduced without prior consultation with the Association. If the Association so requests, the matter shall be referred to the Association/Employer Committee for review.

ARTICLE III

WORKING CONDITIONS

Section 1. Academic Freedom

Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the employee be free to pursue scholarly inquiry and to voice and publish conclusions concerning the significance of evidence that the employee considers relevant. The employee must be free from the corrosive fear that others, inside or outside the College, because their views may differ, may threaten that employee's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the employee's ability to present subject matter in this context.

Each employee is entitled to freedom in the instructional setting in presenting the subject that he teaches. Each employee shall be free from institutional censorship or discipline when that employee speaks, writes, or acts, as long as he exercises academic responsibility in the instructional setting.

Section 2. Non-Discrimination

Academic employees shall be entitled to full rights of citizenship. There shall be no discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, domicile, political activity, or lack thereof, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

Section 3. Right to Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being or the health, safety, or well-being of students. Employees shall report unsafe working conditions in their area(s) and shall abide by all safety rules and regulations which from time to time may be promulgated by the Employer.

Section 4. Individual Personnel Files

a. The District shall keep no secret files.

b. The personnel file shall be open for inspection by the employee.

c. The employee will be given a copy of any adverse material which is to be placed in his file at the time it is forwarded to the Personnel Department. Any such material not given to an employee shall not be utilized against the employee in any disciplinary action. The employee may append his comments to any such material placed in his file.

d. Another person, at the employee's request, may accompany the employee at a review of his file.

Section 5. Keys

The Board agrees to provide to each employee the required key(s) necessary to perform the individual's job. Should an individual misplace or lose a key, he must report this fact to the College President's office.

Section 6. Faculty Lounge

Employees shall have access to a lounge at each College reasonably close to their teaching positions. It is understood by the parties that some buildings may not at present have lounges. The District, in future building or expansion programs, shall provide lounge and restroom facilities in accordance with applicable statutory requirements.

Section 7. In-Service Training

When the District requires and offers an employee a course for which there is no State-required tuition fee, the District will pay for such courses provided District funds are available. In the event District funds are not available, then a break-even charge may be made. Such in-service training shall not be required beyond the established on-campus expectation.

Section 8. Rights of Faculty in Association

a. Employees of District 17 who are represented by the Association shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations and other related activities authorized by RCW 28B.52 or any subsequent legislation.

b. The Employer shall not directly or indirectly discourage or deprive or discriminate against any employee with respect to hours, wages, or any other terms or conditions of employment by reason of membership or non-membership in the Association or participation in any grievances, complaints, or proceedings under this Contract.

Section 9. Right to Due Process

No employee shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the employee. An employee shall have the right to have one Association representative of his choice present at any meeting wherein the employee believes he may be reprimanded, disciplined, or denied rights available under this Contract. Nothing herein shall be construed to preclude the Dean or other appropriate administrative person from attempting to resolve problems with an employee in confidence. This Section shall not be applicable with respect to matters handled in accordance with Articles VIII, IX, and X.

Section 10. Handbook

All full-time employees shall be supplied a copy of the District Staff Manual as it now exists or hereinafter may be amended.

Section 11. Individual Contracts

a. The Employer shall provide each annually-contracted employee an individual contract in conformity with Washington State Law, State Board regulations, District 17 policies, rules, and regulations, and this Contract. An original and a copy to be retained by the employee shall be provided no later than May 15 preceding the applicable academic year. Each individual employee who intends to return to employment in his respective tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the Chief Executive Officer no later than fourteen (14) days after its issuance. Failure to sign and return the contract as specified shall indicate that such an individual employee does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the District.

b. Should the District issue contracts prior to the conclusion of negotiations, such contracts shall be based on the employee's salary currently in effect, together with the inclusion of a rider specifying that salaries will be adjusted consistent with the conclusion of negotiations.

c. The employee shall sign all copies of the contract and return them to the District with the exception of the employee's copy. A copy of any rider will be retained by the employee.

d. Annually-contracted employees will be paid pursuant to applicable OFM regulations.

Section 12. Payment While Injured

Whenever an employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, the District will grant the injured employee leave of absence with contract pay for a period not to exceed one (1) calendar year, as provided for hereinafter. During such a period of disability, the employee may utilize his sick leave to compensate for the difference in the amount of state compensation and his regular salary to the limits of his accrued sick leave account. His sick leave account shall be reduced in the same ratio as the payout bears to his total salary. All benefits such as retirement, social security, sick leave, and salary placement shall be maintained by the District.

Section 13. Liability Protection

The Board agrees to save employees harmless and defend from any financial loss including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employees within or without the District, provided such employee, at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the Board, as provided below.

a. As provided for in RCW 28B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an employee arising out of the performance or failure of performance of duties for the College, within or without the District facilities, the Board of Trustees shall grant a request by an employee that the Attorney General be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the District provided that the Board has made a finding and determination by resolution that the employee was acting in good faith. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.

b. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim, or proceeding shall be paid from the State's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

Section 14. Tuition Fee Waiver

The Employer shall waive tuition and fees for annually-contracted employees subject to the following conditions and RCW 28B.15.535 as it now exists or hereinafter may be amended.

a. Eligible employees will be required to pay a $5 tuition per quarter plus any special course fees (e.g., laboratory fees).

b. Eligible employees may enroll in classes on a space available basis only. Registration will take place for employees wishing to participate after the close of the last open enrollment period each quarter. During the first week of classes, a student wishing to enroll in a class who pays full fees may bump the employee from the course. Employees will not be allowed to register for a class in which their presence will increase the instructor's workload over the agreed amount.

c. Courses for which special fees are charged (self-supporting) referred to in WAC 131-28, Tuition and Fee Charges, are not covered. An employee wishing to participate in such an activity must pay the full fee.

d. Procedures will be set up with the College registration offices to record enrollment information for employees participating under this program. This information will be kept separate from other student enrollment and excluded from budget-related statistics.

e. Reassigned time, not to exceed five (5) weekly hours per quarter, may be utilized in unusual circumstances upon the approval of the Assistant Dean.

f. Courses taken under the provisions of this Section shall apply for salary advancement purposes consistent with the guidelines of Article XVII.

g. There is no limit regarding the number of courses per quarter an employee may take.

Section 15. Use of Paraprofessional Employees

In the event the Employer utilizes paraprofessional employees, the following conditions shall apply:

a. Paraprofessionals shall not be assigned professional teaching responsibilities.

b. Disputes regarding whether a District employee is an academic employee or a paraprofessional shall be referred to the Employer/Association Committee. If not resolved, such matters shall be referred to the Higher Education Personnel Board.

c. The Association shall be notified of all instances where paraprofessionals are employed by the District.

Section 16. Student Complaints

No action shall be taken upon any complaint by a student directed toward any employee nor shall any notice thereof be included in said employee's personnel file without appropriate investigation and consultation with the affected employee. Material relating to such complaints may be placed in the employee's personnel file only in accordance with Sections 4 and 9 of this Article.

Section 17. Assignment of Office Space

The District recognizes the need and responsibility to provide available academic office space to instructional employees. Subject to and limited by current physical space for faculty offices, the supervisory administrator will be guided by the following procedures in the priority and assignment of office space.

a. Annually-contracted academic employees will have first priority for assignment of available office space.

b. Hourly-contracted academic employees will have second priority for assignment of available office space; academic employees teaching the greatest number of hours will be given priority consideration. Additionally, academic employees will have the option, along with the employees in a. above, to have access to their classrooms, any other classroom, or conference room prior to and after their class meeting time for office purposes, provided that said room is not otherwise assigned and is available for such use.

c. Every reasonable effort will be made to assign academic employees office space as close as practical within reasonable proximity to their discipline, teaching, or work area, and to provide accessibility to students and facilitate the performance of other assigned and related responsibilities.

d. The administration reserves the right to reassign office space to meet changing circumstances in accordance with c. above and to reassign office space for those academic employees who are on an approved leave for any purpose if said leave is in excess of thirty (30) working days. Upon return, the academic employee will be assigned the same or similar office space.

e. Academic employees who are reassigned office space in accordance with these procedures will be responsible for the removal and storage of their personal property.

Section 18. Copyright

Board policy 2.70.00, Copyright Ownership as adopted March 10, 1983, is hereby incorporated into this Contract by this reference and is attached hereto as Appendix E.

ARTICLE IV

WORKLOAD AND TERMS OF EMPLOYMENT

Section 1.

The Dean will make workload assignments consistent with the terms of this Article.

Section 2.

Full-time workloads for academic employees shall be in accordance with the following:

Mode of Instruction	Normal Wkly Contact Hrs	Annualized Hrs (F/W/S)	Minimum Wkly Office Hrs (Spread approx. evenly through each day of the week)
1. General Lecture/Discussion Including but not limited to: Drama, English, Speech, Math, Social Studies, First Aid, Safety, Foreign Language	15	45	10
2. Lecture/Lab			
a. Agriculture Business, Natural Resources, Life Science, Chemistry, Physics, Horticulture	18	54	10
b. Health Sciences, Law Enforcement, Agriculture Production, Visual Media Technology, Radio	22	66	5

Mode of Instruction		Normal Wkly Contact Hrs	Annualized Hrs (F/W/S)	Minimum Wkly Office Hrs (Spread approx. evenly through each day of the week)
3. Shop-Lecture/Lab Musical Instrument Service/ Repair, Photography, Trade & Industrial, Library Technician, T.V., Cooperative Work Studies Supermarket Checker Training		28	84	Included in weekly hours
4. Other				
a. Phys. Ed., Business & Office Occupations, Music, Visual Arts, Human Services	Lecture	15	45	10
	Non-Lecture	20	60	5
b. Math Center, Communications Learning Center, Business Math Computer Center		23	69	5
5. Counseling, Library, Media Specialist, Occupations Specialist, Minority Affairs Specialist, Small Business Management, Farm Management		An average of 35 hours per week.		

Section 3.

In implementing Section 2 above, the following conditions shall apply:

a. An employee in two (2) or more modes of instruction will have workload computed on a pro rata basis. Team teaching assignments shall also be based on a pro rata basis.

b. Programs or disciplines not specifically assigned to a mode of instruction category shall be assigned to the appropriate mode category by the Chief Executive Officer after consultation with the Association.

c. Employees shall not be required to substitute as part of their normal assignment. Payment for substitute activities shall be in accordance with the part-time rate ofpay provided such activities are assigned and authorized in advance by the Dean or designee. Nothing herein shall be construed to preclude voluntary substitution or to require the use of substitutes by the District.

d. The contact hours required to constitute a full load shall be computed on an annual basis; provided, however, no quarterly assignment shall exceed the established normal weekly contact hours by more than five (5) weekly contact hours without agreement of the employee; provided, further, that the annual hours may be exceeded by up to five (5) weekly contact hours in any academic year in which the average quarterly student contact hours are less than two hundred and twenty-five (225) using the tenth day enrollment.

e. Assignments in excess of the maximum annual hours shall be on a voluntary basis and shall result in such excess being paid as an hourly-contracted employee. The maximum described herein may be exceeded without the compensation when requested by the individual employee and approved by the appropriate dean. The Association shall be advised of such instances.

f. Independent Study, Special Problems, Practicums, and Supervised Work Experience shall normally not be included in workload computations. Exceptions shall be made upon recommendations of the Association/Employer Committee and approval of the Chief Executive Officer.

g. All reassigned time resulting in less than the normal quarterly contact hours per week being accomplished requires the advanced approval of the College President.

Section 4. Working Day

For instructional employees, morning, afternoon, and evening shall each be considered a time block. Such academic employees will not be assigned to more than two (2) consecutive time blocks in any one (1) day unless required to maintain a full load.

Section 5.

The number of contracted days required of academic employees for an annual contract shall be one hundred and seventy-five (175) as scheduled in the approved college calendar. Scheduling of such days shall be approved by the Board of Trustees, after considering recommendations from the District Calendar Committee. The one hundred and seventy-five (175) day assignment for academic employees in Category 5 may be different than those days in the academic calendar, upon mutual agreement between the employee and the Executive Dean or the College President. In departments such as nursing, where State legislation, professional licensing or curriculum requirements require a four (4) quarter curriculum, the one hundred and seventy-five (175) days may be assigned to include the 1986 summer quarter. In such instances, weekly contact hours shall be adjusted to reflect the summer schedule, but academic employees are expected to fulfill their responsibilities for an average of thirty-five (35) hours per week and compensation shall be the same as if the regular quarter had been worked. Such assignment shall be made on a case-by-case basis by mutual agreement of the annually-contracted employee and the Executive Dean or the College President. This provision for assignment shall be valid through August, 1986, under this contract and shall be evaluated by the District and the D.A.H.E. prior to the fall quarter of 1986-87 as provided in Article XX, Sections 3, 4, and 6.

Section 6. Employee Responsibilities

Academic employees are expected to be on campus, at a center, or otherwise engaged in professional responsibilities an average of thirty-five (35) hours per week. Such assignments may include, but are not limited to, District, division, department, or general faculty meetings, in-service training, curriculum development, academic advising, club advising, workshops or seminars (including preparation time), and serving on District/College councils or committees. Assignment of non-instructional days shall be made by the appropriate Dean or his designee and shall include at least the same number of hours on campus or at an authorized location as would be required on an instructional day.

ARTICLE V

VACANCIES AND TRANSFERS

Section 1. Transfer

Any employee desiring a transfer or reassignment within the District or on either campus shall follow the following procedures through the District Personnel Office:

a. The employee shall complete a request form one (1) quarter in advance, which shall be kept on file until the first day of the ensuing academic year or quarter.

b. The Chief Executive Officer or his designee shall notify in writing each academic employee of his transfer or reassignment prior to the beginning of the quarter. Excluding emergencies, such notice shall be at least twenty (20) calendar days.

c. The parties recognize that involuntary transfer may occur within their area of qualification.

Section 2. Vacancies (Full-Time Exempt Positions)

To assure that employees are given every consideration in filling any vacancies or newly created positions that occur at any time within the District, the following procedures shall be used:

a. Vacancies and new positions shall be posted throughout the District and on both Colleges at the same time they are made available to the general public.

b. The notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedure for applying.

c. Vacancies or new positions shall be filled on the basis of qualifications for the position and with full consideration of the District Affirmative Action program.

ARTICLE VI

ACADEMIC EMPLOYEE LEAVE POLICY (TYPES OF LEAVE)

Section 1. Illness, Injury, Bereavement, and Emergency Leave

a. Newly hired annually-contracted employees shall be granted twelve (12) days commencing with the first day on which work is to be performed.

Such leave entitlement shall be accumulated after the first three-quarter (3/4) period of employment on the basis of one (1) day per calendar month.

Compensable days shall be calculated on the basis of one (1) day for each month in which a contracted day was worked.

b. Leave for illness, injury, bereavement, and emergencies to cover full-time annually-contracted obligations shall be allowed an employee up to the amount of his earned credits under the following conditions:

1. Because of and during illness or injury that has incapacitated the employee from performing his duties.

2. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

3. Because of emergencies caused by serious illness or death in the immediate family of the employee that require the assistance of the employee in circumstances arising from the care of the patient or arrangements for the deceased (immediate family is defined as spouse, children, mother, father, parents-in-law, foster parents, brothers, sisters, grandparents, or anyone living in the home permanently). Such leave shall not exceed five (5) days per instance unless out-of-state travel is required.

4. For the purpose of medical, dental, or optical appointments, if arranged in advance with the appropriate administrator.

5. Emergency shall be defined as problems for which preplanning is not possible and shall not be used for holiday or recreational purposes.

c. Sick leave shall be allowed for disability due to pregnancy or childbirth as set forth in the maternity leave policy or to assist a disabled spouse or child for a short-term duration. Sick leave, not to exceed thirty (30) days, may be used in instances of adoption.

d. Sick leave may be granted for condolence (for one who has suffered loss or bereavement).

e. All leave shall be reported and approved by the appropriate administrator at the beginning of any period of sick leave and daily thereafter unless prearranged. A physician's statement may be required regarding any illness or injury leave after the third consecutive day. The District may request a second opinion of the medical diagnosis at District expense.

f. An annually-contracted employee will receive full pay and benefits for each contracted day on approved leave for illness, injury, bereavement, or emergencies up to his earned number of leave days. Leave days taken beyond the earned number of days shall be without pay or benefits. Leave without pay shall be deducted from the annual salary at the per diem rate times the number of days without pay. The per diem rate is the annual contract amount divided by the annual contract days. An employee must receive pay in accordance with State Board regulations to receive medical and retirement benefits for that month. Leave with pay is credited as service for earning any applicable increment.

g. Pursuant to applicable statute, each annually- contracted employee's portion of unused sick leave allowance shall accumulate from year to year without limit.

h. Employees may cash in unused sick leave days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's pay for each full four (4) accumulated compensable sick leave days consistent with the following rules:

1. Days cashed in on January 1 of each year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period.

2. Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in. Retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.

3. All days utilized shall be first charged to the compensable account.

i. No combination of circumstances shall result in more than one (1) compensable day being earned per month.

Section 2. Personal Leave

One (1) day per quarter of personal leave may be taken with pay provided assignments are adequately covered at no cost to the District. Such leave shall not be charged against any other leave account.

Section 3. Military Training Leave

Employees shall be entitled to leave with pay not to exceed fifteen (15) calendar days in any one (1) calendar year for active duty in the National Guard, Army, Air Force, Marine, Coast Guard, or Naval Reserve Forces of the United States for annual field training or otherwise discharging reserve obligations.

Section 4. Civil Duty Leave

Employees shall receive time off with pay for required appearances in court or hearings resulting from a call to jury duty or subpeona to appear to testify where the academic employee is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation. Where the employee is personally involved, leave with pay may be granted under the Leave of Absence provision of this Contract. Where civil duty leave is granted, any remuneration received for such appearances, less travel costs, shall be endorsed to the Employer.

Section 5. Education Leave

a. Leave with pay may be allowed at the discretion of the College President, to enable employees to make visitations to observe methods, approaches, and techniques for the purpose of coordinating programs and improving instruction and/or service to students. The District may pay the expenses incurred by such visitations to the extent authorized by law and other applicable regulations.

b. Academic employees may attend, at the discretion of the College President, State, Regional, and National meetings or conferences of their academic disciplines or occupational specialties. The District may pay the expenses incurred by such visitations to the full extent authorized by State laws and local regulations as now exist or hereinafter amended.

Section 6. Maternity Leave

Maternity leave shall be granted for the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth. Accrued sick leave may be used during the temporary disability resulting from pregnancy. Sick leave may be utilized up to a maximum of thirty (30) days or longer if verified with a physician's statement. The remaining time up to an aggregate of one hundred and eighty (180) days shall be considered leave without pay. Whenever possible, the employee shall attempt to return at the beginning of a quarter.

Section 7. Leaves of Absence

a. Leaves of up to one year without pay will be granted employees for such purposes as study, travel, teaching in another district, working in a professionally related field, association or association-related business, maintenance of physical or mental health, recuperation, or childrearing provided:

1. That a qualified replacement is available for the time period to be covered by the leave;

2. That such leave will not unduly disrupt the functioning of the department; and

3. That the request for leave is submitted at least one (1) quarter in advance.

b. A leave of absence without pay for one year entitles an employee to any applicable salary increment. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.

c. Early return from leave of absence may be permitted as long as the return does not unduly disrupt the functioning of classes and the department.

d. Upon request by the employee, leave of absence will be renewed for a period up to one (1) additional year, provided that the provisions in a. above are met and the request is made by April 1.

e. If the request for leave of absence is denied through the normal administrative channels, the effected academic employee may request a review for reconsideration by the Chief Executive Officer within twenty (20) calendar days after the denial.

Section 8. Application for Leave

Applications for leaves or the return from leave covered by Sections 1 through 7 above will be submitted to the respective College President/Executive Dean of the Institute for Extended Learning through normal administrative channels and subsequently filed with the Personnel Director.

Section 9. Professional Leave

a. There shall be three (3) types of professional leave:

1. Sabbatical

2. Retraining

3. Return to Industry

b. Eligibility requirements for such leaves shall be as follows:

1. Sabbatical Leave (Educational Leave) - Tenured employees having completed at least seven (7) or more years of full-time employment with the District (full-time summer employment may be included).*

2. Retraining Leave - Tenured employees who, because of program change, reduction, or termination, cannot be effectively assigned may request funds for retraining leaves. Such requests shall have priority over leaves and shall have priority for a second year if formal application is made.

3. Return to Industry - Tenured employees having completed seven (7) or more years of full-time employment with the District (full-time summer employment may be included).*

c. Compensation for professional leave shall be approved by the Chief Executive Officer provided the total of dollars paid to leave participants plus the amount paid to replacements of such participants shall not exceed one hundred and fifty percent (150%) of the total amount of dollars which would have been spent if the participants had not been on leave. In any event, the number of employees to be on leave in any year shall not exceed four percent (4%) of the annually-contracted employees for that year.

The application of the above shall not result in reimbursement exceeding the lesser of seventy-five percent (75%) of the average of the highest quartiles of a rank order of salaries of all annually-contracted employees holding academic year contracts or seventy-five percent (75%) of the employee's annual salary.

*Up to two (2) years' previous teaching or work experience shall apply to the seven (7) years requirement.

d. 1. Requests for leave will be submitted on or before January 15 to the Personnel Director with a copy to the appropriate College President. The final decision on awarding of professional leave will be made by the Chief Executive Officer. Notification to applicants will be made by March 15. Upon approval of such leaves, contractual agreements will be executed between the District and the employee specifying the length and all conditions of the leave. Failure to meet conditions so specified shall result in all or partial reimbursement of the leave stipend to the District.

2. Up to three (3) consecutive quarters of professional leave may be granted to eligible academic employees.

3. The applicant's plans for professional leave and the demonstrated resources and ability to carry them out will be major factors in evaluating requests for professional leave.

4. Recipients of professional leave must agree in writing to return to District employment upon completion of the leave for a period equal to the length of the leave granted. If the recipient (barring factors beyond his control) does not return to District employment at the agreed upon time, the recipient will refund all pay received during the leave period.

5. The recipient of professional leave may request additional leave without pay beyond the professional leave period. Approval for any additional leave period must be obtained at least one (1) quarter prior to scheduled return from the appropriate College President. The College President will stipulate the terms upon which additional leave may be granted.

6. Recipients of professional leave will submit a written report and/or evaluation concerning their professional leave activities to the Board of Trustees. One (1) copy of this material may be forwarded to each College library for cataloging and circulation.

7. With regard to retraining leave, the District agrees, within enrollment and fiscal limitations, to provide a suitable assignment to employees when they return. In the event a suitable assignment cannot be made, the academic employee will not be expected to repay salary paid to them during the leave.

8. An employee on professional leave earns full credit toward available medical and retirement benefits and annual increments.

Section 10. Return from Leave

Except as otherwise provided in this Contract, a contracted employee returning from leave covered by this article will be allowed to return to the same or a comparable contracted position. It is understood the position must be one for which the employee is qualified. An employee on leave is considered an active employee.

ARTICLE VII

ASSOCIATION RIGHTS

Section 1. Public Information

The District, in accordance with Initiative 276, agrees to furnish the Association access to all public information in accordance with the District public information policy. Nonconfidential material relating to the Board agenda will be furnished to the Association prior to Board meetings. The District will furnish the Association the names and addresses of all bargaining unit employees prior to October 30 of each year.

Section 2. Distribution of Contract

Within thirty (30) days following ratification and signing of this Contract, the District shall print and distribute to all employees copies of this Contract. The style and format of the Contract shall be mutually determined by the Board and the Association prior to the District printing of the Contract. Thirty (30) additional copies shall be provided to the Association. All employees new to District 17 shall be provided a copy of the Contract by District 17 upon issuance of their individual contract and such Contract shall be available to all applicants for employee positions. A "camera ready" copy shall be prepared by the District. All other costs for publication of the Contract shall be shared equally by the Association and the District.

Section 3. Policies and Procedures

a. All District policies, procedures, and regulations not covered in this Contract shall be mailed to the Association within ten (10) days after adoption by the Board.

b. All proposed District WAC's shall be distributed to the Association when the notice to adopt is distributed.

Section 4. Official Association Representative at Board Meeting

The Association representative or agent may attend all public meetings of the Board. An official designated Association representative or agent may appear on the agenda of Board meetings upon request.

Section 5. Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on District property provided it does not disrupt the orderly conduct of educational processes.

Section 6. Use of Building

The Association and its representatives shall have the right to use the District's buildings for meetings. No charge shall be made for the Association's use of District rooms. The Association agrees that such use of premises shall not take priority over normal uses nor interfere with the operation of the College.

Section 7. Use of Equipment and Secretarial Services

District owned or rented office equipment may be used by the Association for its own purposes in accordance with the equipment rental schedule of the Employer to the extent permitted by law. The Association shall have the right to use other equipment at reasonable times for a nominal charge when such equipment is not in use. The Association shall pay the actual costs of photocopies, long-distance telephone calls, mailing costs, and supplies and materials used. The Association shall reimburse the District for the actual cost of designated secretarial services used for Association purposes during working hours. The Association and the individual designated secretary(s) shall jointly record the amount of time spent, and reimbursement shall be made monthly. The Association agrees that such use of the above shall not take priority over normal uses or interfere with the operation of the College or District.

Section 8. Posting of Notices

The Association and its affiliates shall have the right to post notices of its activities and matters of Association concern on District bulletin boards. The Association may use employee mailboxes for communications to employees, including mass distribution.

Section 9. Association/Employer Committee

Both parties agree that their representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Contract and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Contract. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Contract.

Section 10. Educational Leave

Employees may be granted, at the discretion of the College President, short-term leaves to attend State and National meetings of the recognized bargaining unit organization or their affiliate if they serve as officers, members of committees or commissions, speakers or panelists, or if they are representatives of their local unit at such meetings at no cost to the District provided their classes are adequately covered. Arrangements shall be made with the College President at least five (5) days prior to the meetings, or as soon as possible, if the employee has had less than one (1) week's notice of the meeting. The request will be submitted to the appropriate administrator and College President for final approval.

Section 11. Telephone

The Employer agrees to provide the Association President with a telephone in his office if the office is not already equipped.

Section 12. Bargaining Unit List

District 17 will continue to furnish the Association with the names, salary schedule placement and/or hourly rate, and RIF lists for each academic employee now or hereinafter employed by the District.

Section 13. Association Release Time

To facilitate the collaborative problem solving process, the District agrees to provide up to one-third (1/3) of the D.A.H.E. President's load for the regular school year of 1985-86. The amount and scheduling of release time will be set each quarter by mutual agreement of the D.A.H.E. President and the C.E.O.

The District and the Association agree to assess this provision before the end of the Spring Quarter, 1986, and agree to an opener to discuss the continuation of release time.

Up to ten (10) additional contract days and/or release days at the full-time contract rate shall be available to the Association for its use. Application for such leave shall be handled in accordance with Article VI, Section 8.

Section 14. Association Security

All employees who are members in good standing of the DAHE on and after the execution of this Contract, and all employees who thereafter become members shall, as a condition of employment, remain members of the Association for the duration of this contract or, in the alternative, shall pay a representation fee equivalent to Association dues.

Any employee may terminate his membership in the Association between August 1 and August 31 of each year by notifying the District and the Association in writing of this decision.

Pursuant to an election conducted by the Public Employment Relations Commission, there shall be established an agency shop requirement for annually-contracted academic employees. This provision excludes hourly-contracted academic employees. Such requirement shall be that all full-time members of the bargaining unit tender to the Association uniform and equitable dues and assessments which it from time to time and may be accomplished through the dues deduction procedure established herein. Exceptions to such requirement may be made in the event of bona fide religious objection. In such instances, a charitable contribution shall be made. Any disputes between the Association and an employee concerning a bona fide religious objection or which charitable organization shall receive the religious objection fees shall be referred to the Public Employment Relations Commission for a final and binding decision within twenty (20) days of the employee's objection.

ARTICLE VIII

TENURE

Section 1. Statutory Requirements

A system of tenure shall be maintained in accordance with all applicable statutory requirements as they now exist or hereinafter may be modified.

Section 2. Tenure Committee

In administering the provision of Section 1 above, the following conditions shall apply:

a. The College President will establish appropriate Tenure Review Committees to which probationary academic employees will be assigned. Each Tenure Review Committee shall be comprised of five (5) persons, three (3) of whom shall consist of tenured employee representatives of the disciplines for whom Tenure Review Committees have been established, pursuant to this Section; provided, however, that each employee so appointed shall have at least three (3) years' community college teaching experience at the time of his appointment. Said employee appointees shall be chosen by majority vote at a special meeting of the employees acting in a body prior to October 15 of the regular college year. Nominations of appointees shall come from each department and be filed at least ten (10) days prior to the special meeting for elections. Where a discipline does not have employees to meet this test, the probationary members of the discipline will select by majority vote three (3) tenured employees at large. Additionally, each Tenure Review Committee shall consist of one (1) administrative appointee designated by the College President no later than October 15 of a regular college year. The fifth member shall be a full-time student chosen by the Associated Students of Spokane Falls Community College and Spokane Community College, respectively, in such a manner as the members of the Associated Students of the respective colleges shall determine. Such appointment shall be made no later than October 15 of each year, and student members shall only sit on Review Committees of their particular community college. Each Tenure Review Committee shall choose its own chair and meet at the call of the chair when the need for such a meeting arises.

b. The administrative appointee and the student shall participate fully in the proceedings of the Committee.

c. The duration of each appointment to the Tenure Review Committee, except the student appointee, shall be for a staggered period of three (3) academic years. One (1) new member shall be elected each year. The period of appointment shall commence on the fifteenth day of October. The student shall serve for one (1) academic year.

d. If a vacancy arises on any Tenure Review Committee prior to the expiration of the appointed term, the vacancy shall be filled within thirty (30) days at a special meeting called for that purpose and consistent with a. above.

e. Each Tenure Review Committee shall be required to conduct an evaluation of each full-time probationary employee assigned to such Review Committee by the College President and render reports required herein to the President, the probationary employee, and to the appointing authority during the regular college year.

f. The evaluation shall place primary importance on the probationer's effectiveness in his appointment and shall be conducted at least once quarterly. If, in the course of its evaluation report, the Tenure Review Committee states that the probationer is performing unsatisfactorily in whole or in part, it shall attempt to develop a program with the probationer that will be devised to improve such deficiencies.

g. Each Tenure Review Committee shall use the Probationary Academic Employee Performance Report (Appendix B) in the course of evaluating the effectiveness of each full-time probationer's effectiveness in his appointment.

h. If the probationer disagrees with the Tenure Review Committee's recommendation, he and or his representative shall be given an opportunity to challenge the Committee's recommendations before the College President.

i. The regular college year in all instances shall be deemed to begin with the first Fall Quarter regardless of the quarter in which the probationer begins employment.

Section 3. Granting Tenure

The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the nonrenewal or renewal of individual contracts of probationary employees shall not be subject to the grievance procedure of this Contract.

ARTICLE IX

DISMISSAL

Section 1. Dismissal of Tenured and Probationary Faculty Members

When reason arises to question the fitness of a tenured or probationary faculty member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured faculty member shall not be dismissed except for "sufficient cause," nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause." The administrative procedure to implement Articles IX and X is Appendix A.

Section 2. Procedure Relating to the Dismissal of a Tenured or Probationary Faculty Member

Notice

After it is determined that dismissal proceedings should be initiated, the Chief dismissal, serve written notice of the cause(s) to the affected employee and to the

Association, and provide copies to the applicable Dismissal Review Committee. The notice shall include:

a. A statement of the time, place, and nature of the proceeding (the proceeding must be held on not less than ten (10) days' written notice);

b. A statement of the legal authority and jurisdiction under which the hearing is to be held;

c. A reference to the particular rules of the College that are involved;

d. A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Article X, Section 1 a.-c., this shall include a statement of (a) the grounds for reduction-in-force as delineated in Section 1 a.-c., and (b) the basis for selection of the affected employee. In the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., this shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Article X, Section 1 d. The notice must also indicate the effective date of separation from service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the Chief Executive Officer within seven (7) days, the Chief Executive Officer will request a written determination from the employee as to whether he wishes to avail himself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the applicable Dismissal Review Committee and Board of Trustees. Furthermore, a timely written request for a hearing within the above ten-day (10-day) period is deemed jurisdictional.

Section 3. Procedural Rights of Affected Employees

An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, RCW 28B.19 , and shall have the following procedural rights:

a. The right to confront and cross-examine adverse witnesses.

b. The right to be free from compulsion to divulge information which he could not be compelled to divulge in a court of law.

c. The right to be heard in his own defense and to present witnesses, testimony, and evidence on all issues involved.

d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 28B.19 .

e. The right to counsel of his choosing who may appear and act on his behalf at the hearings.

f. The right to have witnesses sworn and testify under oath.

Section 4. Dismissal Review Committee

a. A Dismissal Review Committee comprised for the express purpose of hearing dismissal cases pursuant to this Article shall be formulated by October 15 and shall be comprised of the following members:

1. An administrator chosen by the College President.

2. Three (3) employees chosen by the employees acting in a body; provided that the initial Dismissal Review Committee employees shall serve a one-year (1-year), two-year (2-year), and three-year (3-year) term, respectively. All subsequent elections to this Committee by employees shall be limited to an election of a member to a three-year (3-year) term so that all future elections of an employee to this Committee shall be accomplished on a staggered-term basis.

3. A full-time student.

b. A separate District (Spokane Community and Spokane Falls) Review Committee shall be created if dismissal procedures are being initiated in accordance with Article X, Section 1. The committee shall be established within five (5) calendar days of receipt of notice of pending dismissal. The members shall include one (1) administrator chosen by the Chief Executive Officer, one (1) full-time student from each campus chosen by the Student Association in such manner as the members thereof shall determine, and four (4) faculty members representing the faculty who shall be selected by a majority of the faculty and faculty Department Chair acting in a body. The election of faculty participants shall include at least two (2) nominees from Spokane Falls Community College and at least two (2) nominees from Spokane Community College. In no case shall a member of the committee sit in judgment of his or her own case or the case of his or her spouse. The immediate administrative superior of the faculty member(s) under review should not be a member of the Review Committee. The Committee shall elect its own chairman. In the event there is a vacancy on the Committee, a replacement shall be selected within five (5) calendar days of the vacancy in the manner outlined above.

Section 5. Duties and Responsibilities of the Review Committee

The general duty of Review Committees shall be to submit recommendations regarding proposed action. Specific responsibilities of the Committees shall be:

a. To review the case of the proposed dismissal.

b. To attend the hearing and, at the discretion of the hearing officer, may call and or examine any witnesses.

c. To hear testimony from all interested parties, including but not limited to other faculty members and students and review any evidence offered by same;

d. To arrive at its recommendation in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing and within seven (7) days in the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., the written recommendations of the Committee will be presented to the hearing officer, Chief Executive Officer, the affected faculty member, and the Board of Trustees.

e. Failure of any Review Committee to make written recommendations regarding dismissal within the prescribed time set forth shall be deemed a recommendation neither for nor against dismissal and appointing authority may proceed with the dismissal or continue the appointment of the faculty member based upon this type of recommendation from the Committee.

Section 6. Hearing Officer Appointment and Duties

a. Appointment

1. Upon receipt of a request for a hearing from an affected employee, the Chief Executive Officer shall notify the Board of Trustees and request that the board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the State of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the State of Washington.

2. In the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof; provided, that where there is more than one (1) faculty member affected by the Board of Trustee's reduction-in-force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

b. Duties

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28.B.19.

The duties of the hearing officer include:

1. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;

2. Issuing subpoenas;

3. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

4. Regulating the course of the hearing;

5. Holding conferences for the settlement or simplification of the issues by consent of the parties;

6. Disposing of procedural requests or similar matters;

7. To make all rulings regarding the evidentiary issues presented during the course of the Review Committee hearings;

8. To appoint a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

9. To allow the Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.

10. To prepare his proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., the written recommendation of the hearing officer will be presented to the Chief Executive Officer, Committee, affected employee, and the Board of Trustees.

11. To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

    a. All pleadings, motions, and rulings;
    b. All evidence received or considered;
    c. A statement of any matters officially noticed;
    d. All questions and offers of proof, objections, and rulings thereon;
    e. His proposed findings, conclusions of law, and a recommended decision;
    f. A copy of the recommendations of the Review Committee.

12. To decide with advice from the Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.

13. To assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

14. To consolidate individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in Article X, Section 1 d., the hearings shall be consolidated; only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

15. To take any other action authorized by rule consistent with this chapter.

16. In the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed in accordance with Section 6 a.)

    a. shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued;

b. the only issue to be determined shall be whether under the applicable policies, rules, or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated;

c. any findings, conclusions of law and recommended decisions shall not be subject to further Tenure Review Committee action.

Section 7. Final Decision by the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

a Board review shall be based upon the record of the hearing below and on any record made before the Board of Trustees.

b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

c. The Board may hold such other proceedings as it deems advisable.

d. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Review Committee and the hearing officer. The Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

Section 8. Appeal from Board of Trustees Decisions

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board. Upon the written mutual agreement of the employee (after consultation with the Association) and the District, which include a waiver either may have to statutory rights, binding arbitration may be utilized in lieu of the procedure outlined herein. Such agreement must be reached prior to the convening of the applicable Dismissal Review Committee to hear the case.

Section 9. Effective Date of Dismissal

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article X, Section 1 d., separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

Section 10. Suspension

Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

Section 11. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

ARTICLE X

REDUCTION-IN-FORCE

Section 1. Sufficient Cause

The appointing authority shall be deemed to have the authority to terminate the contract of any tenured academic employee or probationer because of reduction-in-force. Sufficient cause for reduction-in-force shall mean:

a. Inadequate funding.

b. Program termination or reduction.

c. Decreases in enrollment in a College or program.

d. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, paragraph 1 under the following conditions:

   1. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or

   2. Reduction by the Legislature from one (1) biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 2. Procedure

a. In the event the Chief Executive Officer determines a reduction-in-force to be potentially necessary, he shall notify the Association regarding the extent of such reduction and shall review any alternatives the Association may present.

b. Determination of Necessity of Reduction-in-Force

   1. When the Chief Executive Officer determines that a reduction-in-force is necessary pursuant to Section 1 a.-c. and has selected the affected employees to be reduced, the initial step shall be for the Chief Executive Officer to meet

with the employee and discuss the proposed reduction-in-force with the individual employee in personal conference which shall be an informal proceeding for the purposes of RCW 28.B.19. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.

2. When the Board of Trustees determines that a reduction-in-force is necessary pursuant to Section 1 d., the Chief Executive Officer shall select the affected employees to be reduced and meet with the employee in personal conference, which is an informal proceeding, for the purposes of RCW 28.B.19 to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

3. The Association shall be notified in writing at least one (1) work day prior to all meetings held pursuant to 1. and 2. above.

c. Designation of Remaining Steps. Subsequent steps in the procedure for reduction-in-force are specified in Article IX, Dismissal Procedures.

Section 3. R.I.F. Units

a. District Lay-off Units. The following District Lay-off Units are hereby established;

1. Accounting
2. AD Nursing
3. Advertising Design
4. Agri-Business
5. Agriculture Production
6. Air-Conditioning & Refrig.
7. Aircraft
8. Anatomy & Physiology
9. Anthropology
10. Appliance Repair
11. Architecture
12. Architectural Technology
13. Art, General
14. Auto Body Repair
15. Auto Mechanics
16. Baking
17. Biology
18. Botany
19. Camera Repair Technology
20. Cardiopulmonary
21. Carpentry
22. Chemistry
23. Civil Engineering-Technology
24. Computer Science
25. Cosmetology
26. Counselors
27. Credit Finance
28. Culinary Arts
29. Data Entry
30. Data Processing
31. Dental Assisting
32. Display Design
33. Drama
34. Early Childhood Education
35. Echocardiology
36. Economics
37. Education
38. Educational Paraprofessional
39. Electronics
40. Engineering
41. English
42. Farm Machinery
43. Farm Management
44. Fashion Merchandising
45. Fire Science
46. First Aid
47. Fluid Power
48. French
49. General Business
50. Geology
51. Gerontology Paraprofessional
52. German
53. Health
54. Hearing Impaired
55. Heavy Duty Equipment
56. History
57. Home Economics
58. Horticulture
59. Hotel-Motel
60. Humanities

a. District Lay-off Units. (Continued)

61. Industrial Electricity
62. Industrial First Aid
63. Industrial Safety
64. Insurance Specialist
65. Interior Design
66. Journalism
67. Law Enforcement
68. Legal Assistant
69. Legal Secretary
70. Librarians
71. Librarian Tech.
72. Machine Shop
73. Mathematics
74. Mechanical Engineering
75. Medical Records Technician
76. Medical Secretary
77. Microbiology
78. Microprocessor Programmer
79. Mid-Management
80. Minority Affairs Specialist
81. Mobile Home Repair
82. Music, General
83. Music Instrument Repair (Inactive)
84. Music-Performance
85. Music-Theory
86. Natural Resources
87. Nurse Aide
88. Occupational Specialty
89. Office Machine Repair
90. Operating Room Technician
91. Optometric Technician
92. Parts Merchandising
93. Philosophy
94. Photography, Applied
95. Photography, General
96. Physical Education
97. Physics
98. Political Science
99. Practical Nursing
100. Printing
101. Psychology
102. Radio Broadcasting
103. Real Estate
104. Respiratory Therapy
105. Saddle Making
106. Secretarial Science, General
107. Sheet Metal
108. Small Business Management
109. Small Gas Engines
110. Social Service Paraprofessional
111. Sociology
112. Spanish
113. Speech
114. Television Production
115. Transportation
116. Upholstery Technician
117. Visual Media Technician
118. Ward Secretary
119. Watch Repair (Inactive)
120. Welding
121. Zoology
122. Supermarket Checker Training
123. Orthotics and Prosthetics

The District reserves the right to add lay-off units in accordance with program additions or by mutual agreement with the Association.

b. Assignments to lay-off units shall be published by November 1 of each year. Disputes regarding such lay-off unit assignments shall be resolved through initiation of a grievance at Step Two and expedited arbitration if required.

c. A second lay-off unit assignment shall be allowed provided:

1. The employee has taught courses representative of the second lay-off unit for District 17 within the past three (3) years; or

2. He has a Master's degree preparation in the area or equivalent; or

3. He has a minimum of four (4) years' work experience in the field of the lay-off unit.

d. Administrators who are currently assigned to lay-off units shall retain such assignment as it existed September 1, 1981, but shall only be given seniority for those years of teaching within District 17. Administrators selected from the faculty ranks will remain on the lay-off list but shall accrue no additional seniority. Newly hired administrators hired outside of District 17 after September 1, 1981, shall not be placed on the faculty R.I.F. list.

Section 4. Order of Layoff

a. Courses, Programs, Services - First Priority. If the number of full-time annually-contracted employees is to be reduced, the Chief Executive Officer with such advice as he deems necessary shall determine what programs, courses, or services are most necessary. The District reserves the right to establish the number of full-time and part-time faculty to be employed. In making decisions on reductions, the Chief Executive Officer may consider factors including but not limited to:

1. Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services.
2. The enrollment, the trends in enrollment, and their affect upon the department or program.
3. The present and anticipated service needs of the College and its students and prospective students, including staffing needs.
4. Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.
5. Changes in educational policies and goals.
6. Other similar relevant considerations.

b. Prior to the laying off of any academic employee within Washington Community College District 17, the following actions will first be taken, provided there are qualified academic employees to perform and fulfill the requirements of the academic employee position vacated by the below-mentioned resignation, retirement, or leave of absence:

1. Normal academic employee resignations will not be replaced.
2. Voluntary academic employee retirements will not be replaced
3. Normal and regular academic employee leaves will not be replaced for the duration of the time that such leave is applicable.
4. Vacant positions within the District will be filled from within the District, provided the academic employee is qualified to fill such positions.

c. Within each affected layoff unit, the Chief Executive Officer shall observe the following order of layoff:

FIRST Hourly-contracted employees (excluding Continuing Education, non-credit, Institute assignments, and programs outside of Spokane County).

SECOND Probationary employees in order of least seniority.

THIRD Tenured employees in order of least seniority.

d. Seniority

If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based upon seniority.

Seniority shall mean the most recent continuous full-time service as an employee of the District beginning with its inception in 1967. In the event two (2) or more employees have the same hire-in date, the employee with the most credits and/or PIU's earned will be considered senior (provided, however, for programs for which no degree is required the credits and/or PIU's must be earned after employment with District 17). If two (2) employees have the same number of credits and/or PIU's, seniority will be determined by drawing lots. Employees involved will be notified of the time and place of such drawing.

An employee so laid off who is also a member of another lay-off unit shall be placed within that unit and reduction-in-force shall, if necessary, take place within that unit.

Section 5. Appeal Rights

a. Any annually-contracted employee, upon receipt of the Chief Executive Officer's letter of intent to recommend lay-off, shall be afforded appeal rights defined in Article IX; provided, however, that if any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected and provided further that arguments in either the informal or formal hearings process shall be limited to data and reasons for the selection of the individual selected for lay-off.

b. In the event the employee does not exercise appeal rights in Article IX, he shall be granted fifty-five (55) contracted days' pay in lieu thereof.

Section 6. Recall

a. Annually-contracted employees who have been laid off as a result of this Article shall have the right to be recalled. Recall shall be in reverse order of lay-off by lay-off unit to a full-time position, either newly created position or a vacancy, provided the employee is qualified to perform the needed duties of such position. The period of recall shall extend to September 1, three (3) years after the effective date of lay-off.

b. Any employee's past education training, degrees obtained, and related instructional and occupational experience shall be factors considered for determining qualifications in filling position openings. It is the responsibility of the academic employee on lay-off to furnish the District Personnel Director the address to which notices are to be sent and other pertinent information.

c. Annually-contracted employees upon recall shall retain all previously accrued benefits such as sick leave. No District benefits shall accrue or be granted to an individual while on lay-off status. Benefits may be transferred and or self-paid to the extent permitted by law.

d. In the event of reduction-in-force, the Chief Executive Officer shall write a letter, if requested by the employee, to other employers stating:

1. The reasons necessitating the lay-off, and
2. The qualifications of the individual and other pertinent information which may assist in the securing of a position.

ARTICLE XI

DEPARTMENT CHAIR

Section 1. Selection

Members of each instructional department shall elect their Department Chair. Whenever the position becomes vacant, the election shall be held within thirty (30) days. Only employees from the Department are eligible for election to the position. The Association shall determine voting, balloting, and election and recall procedures, and shall so notify the College President. The term of office shall be three (3) years.

Section 2. Duties/Responsibilities

The Department Chair shall represent the employees and assist the Administration in the following manner recognizing that the functions of the Department Chair are advisory in nature and nothing in this Article shall confer or imply administrative authority to such employees:

a. The Department Chair shall coordinate the activities of the Department and assist in integrating the work of the Department with that of the rest of the College so that the Department contributes significantly to the total educational program of the College.

b. Every Department Chair shall see that his Department establishes and maintains realistic educational standards, becomes involved in curriculum evaluation and revision, and seeks student opinion concerning the departmental offerings.

c. The Department Chair shall be involved in the development of any new courses offered in his Department.

d. The Department Chair shall call and conduct the meetings of the Department according to the needs of the Department or the Department personnel.

e. The Department Chair shall be responsible for the constant evaluation of the Department's offerings.

f. The Department Chair may recommend part-time employees proposed for teaching in the Department.

g. The Department Chair, within the textbook policy guidelines, shall approve all textbooks used for courses taught within the Department.

Section 3. Stipend

Department Chairs shall be compensated at $1,000 per annum, plus $75.00 per quarter per full-time equivalent individual (FTEI's) in the Department in excess of five (5), excluding Department Chair. For purposes of this Section, individuals in the Department shall mean annually-contracted, or hourly-contracted faculty (excluding Continuing Education, non-credit, Institute assignments, and programs outside of Spokane County) as of the tenth day of each quarter.

Section 4. Meeting with Administration

Department Chair shall meet quarterly with campus administration. Meetings between Department Chair and District administrators may be requested by either the Department Chair(s) or Administrator(s) as the need arises. Department Chairs will be apprised of off-campus credit for transfer courses which parallel courses within their Department.

Section 5. Dividing or Combining Departments

Departments may not be divided nor combined without prior consultation with the employees in the Department(s) affected.

Section 6. Assigning Employee to a Department

Excluding Continuing Education, non-credit, Institute assignments, and programs outside of Spokane County, all instructional employees shall be affiliated with an appropriate Department. Such implementation shall be referred to the Association/Employer Committee.

ARTICLE XII

TEXTBOOK ADOPTION

Each Department shall have the opportunity to recommend its own textbooks consistent with the guidelines established by the District-wide Textbook Committee as they currently exist or are hereafter modified.

ARTICLE XIII

EVALUATION

Tenured academic employees shall be evaluated at least once every three (3) years utilizing the Tenured Academic Employee Assessment Procedure as developed and mutually agreed to by both parties. Hourly employees shall be evaluated on an ad hoc basis as determined by the appropriate administrator. The purpose of evaluations shall be improvement of instruction and instructional performance. Nothing herein shall be construed to deny rights established elsewhere in this Contract.

ARTICLE XIV

EMPLOYMENT SCREENING AND SELECTION PROCEDURES

Section 1. Faculty Screening Committee

a. Screening procedures will be conducted by an ad hoc committee for annually-contracted vacancies as outlined by the District Affirmative Action Policy.

b. Whenever possible, the Committee shall include employees from the program in which the new employee will serve.

c. The Committee shall involve as many members of the Department as possible in recommending the qualifications and selections of the candidates.

d. If all recommended candidates are rejected, the appropriate Dean will fully document the reasons for rejection.

ARTICLE XV

INSURANCE BENEFITS AND PAYROLL DEDUCTIONS

Section 1. Benefits

a. Retirement

1. TIAA/CREF

2. Washington State Teachers Retirement System (WSTRS)*

3. Washington Public Employees Retirement System (WPERS)*

*If on retirement plan prior to January 1, 1970, and elected to remain on the plan. All new academic employees must enroll on TIAA/CREF unless previously enrolled in WSTRS or WPERS programs.

b. State-funded insurance benefits are available to annually-contracted employees, in accordance with applicable State Employees Insurance Board Rules and Regulations.

c. The Employer agrees to publish yearly a list of other insurance benefits that are available to District 17 employees.

Section 2. Payroll Deductions

a. The Association shall have the exclusive and guaranteed right of automatic payroll deductions of membership dues for employees. The Association shall provide an automatic payroll authorization form to each employee. Once an employee has signed the automatic payroll authorization, dues deductions or representation fees shall be continuous thereafter. The Association shall submit the automatic payroll authorization to District 17 Personnel Office for payroll processing. A table of prorated annual dues shall be supplied to the District Personnel and Payroll Office, by the Association to determine monthly dues deductions.

b. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section provided such action has been authorized by the employee and such authorization has not been rescinded.

Section 3. Other Deductions

Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee those items for which the District is authorized to make deductions, such as but not limited to Association dues, medical insurance, annuities, credit union, and United Way; provided further that the District has the capability to handle the requested deduction without restructuring forms at additional expense to the District, and further provided that such deductions are consistent with applicable State regulations. The District shall furnish each employee a full and complete examination of all deductions and enclose same once annually consistent with implementation of the State payroll system.

ARTICLE XVI

SALARY SCHEDULE

Annually-Contracted Salary Schedule (175 days)

ANNUAL RATE

Step	Effective January 1, 1985
1	$ 17,995
2	18,757
3	19,519
4	20,282
5	21,044
6	21,807
7	22,569
8	23,331
9	24,094
10	24,856
11	25,618
12	26,381
13	27,143
14	27,906
15	28,668
16	29,432
17	30,500

Note 1. Salary changes for PIU's and seniority advancements will be negotiated when funds are made available by the Legislature.

Section 1. Remuneration for Advisors of Student Clubs and Organizations

	A	B	C	D	E	F	G
	APPROVED ACTIVITIES						
	1-2	3	4	5	6	7	8+Up
Effective 1/1/85	$100	$200	$300	$400	$500	$600	$700

a. Special Factor

	Effective 1/1/85	
Competition (College approved)	$100.00)	
Service to College	100.00)	$200 max.
Advisor Service after First Year	100.00)	

An activity may accumulate up to a maximum of two (2) special factors assuming qualificati are met.

b. Basis of Schedule:

1. Stipend is for time spent with students outside of regular instruction effort.
2. Stipend is for advising students on activities.

   NOTE: It is expected that individuals receiving stipends for activity advising are to meet periodically with the Dean of Student Services or his designee.

c. General Guidelines and Definitions:

1. Activity: An approved special event which allows for College-wide or District-wide participation.
2. Special Factor: Must be approved by College President or designee.
3. Schedules of activities are to be approved through the Director of Student Activities for category credit.
4. Clubs and organization activities are evaluated upon completion. Upon receipt of such written evaluation, the applicable stipend shall be paid.
5. Category placement is determined in the spring for the current year and is determined by the club's current year's activities and their planned activity calendar for the remainder of the year.
6. After stipends have been determined, the College President will submit a breakdown of advisors and stipend to the Personnel Office prior to the issuance of contracts. A breakdown of how the stipend was determined must accompany the listing submitted.
7. Pay for such activities shall be at the end of the academic year by separate check.

Section 2. Summer School

The pay rate for annually-contracted librarians, counselors, and academic employees teaching State-supported courses for the Summer Quarter will be paid at the rate of twenty-two and eight-tenths percent (22.8%) of the individual's annual full-time contracted rate, or Step 8, whichever is lesser. Part-time academic assignments will be paid at the applicable part-time rate.

All work less than a full load will be paid at a pro rata fraction of the full load on a normal quarterly basis. The regular school year begins with the Summer Quarter.

Section 3. Hourly-Contracted Rates

(See Article XXII.)

Section 4. Reimbursement Schedule for Coaches and Assistants

Position	Effective 1/1/85
FOOTBALL	
Head Coach	$2,557
Asst. Coach	1,782
CROSS COUNTRY	1,127
BASKETBALL	
Head Coach	2,557
Asst. Coach	1,782
VOLLEYBALL	
Head Coach	1,943
Asst. Coach	1,127
BASEBALL	
Head Coach	1,943
Asst. Coach	1,127
TRACK	
Head Coach	1,943
Asst. Coach	1,127
GOLF	1,127
TENNIS	1,127
GYMNASTICS	
Head Coach	1,943
Asst. Coach	1,127
NATURAL RESOURCES	
Head	1,127
Asst. Coach	902

Position	Effective 1/1/85
RODEO	
Head Coach	1,127
Asst. Coach	902
SOCCER	
Head Coach	1,943
Asst. Coach	1,127
SOFTBALL	
Head Coach	1,943
Asst. Coach	1,127

ARTICLE XVII

SALARY SCHEDULE PLACEMENT AND MOVEMENT

Section 1. Hiring Requirements

a. All new Liberal Arts employees must have a Master's degree with emphasis in their teaching area. If no Master's program exists in the teaching area, an exception may be granted. A special program will be developed by the College President or his designee with the academic employee to obtain a Master's program or equivalent.

b. All Applied Arts employees must have at least three (3) years' recent full-time work experience and/or teaching in their teaching area beyond the learning period. If the area is a result of technological advancement so that no opportunity for gaining appropriate experience is possible, a special program will be developed with the employee and the College President.

c. Counselors and librarians shall have a Master's degree in the appropriate subject area. Special programs may be developed similar to a. and b. above.

Section 2. Placement of New Employees on Salary Schedule

a. Newly hired employees will normally be placed on the salary schedule in the following manner:

Step 2 Master's or Doctorate degree, no professional experience,* or journeyman's status (or equivalent), no professional experience beyond requirement of Section 1, b.

Step 4 Doctorate degree, one (1) year full-time professional experience; Master's degree, three (3) years' professional experience; or journeyman's status (or equivalent with three (3) years' full-time professional experience beyond requirement of Section 1, b).

Step 6 Master's degree, with five (5) years' full-time professional experience, Doctorate degree with three (3) years' full-time professional experience, or journeyman's status (or equivalent) with five (5) years' full-time professional experience beyond requirement of Section 1, b.

*Professional experience in Steps 2, 4, and 6 above shall be defined as teaching, counseling, and recent work experience. Past experience as a part-time employee with District 17 shall be deemed full-time for any year in which at least a seventy-five percent (75%) load was carried. Placement below Step 2 and above Step 6 may be made in instances where the Chief Executive Officer determines that such action would be in the best interest of the District. When such action is taken, the Chief Executive Officer will notify the Association.

Section 3. Advancement Requirements

In order for an employee to advance on the salary schedule as defined in a. and b. below, the employee must be below Step 17 and, if he has been a Vocational employee over two (2) years, must have a current five-year Vocational Certificate.

a. One (1) step seniority advancement every other year of service, not to exceed eight (8) for any individual employee.

b. One (1) step advancement for fifteen (15) professional improvement units annually.

Section 4. Definition of Professional Improvement Units

a. Each forty (40) hours of pre-planned, paid field work, paid clinical or community service experience shall be equal to one (1) professional improvement unit.

b. One (1) credit on the quarter system or two-thirds (2/3) credits on the semester system earned in accredited programs at colleges or universities shall be equal to one (1) professional improvement unit.

c. Each ten (10) hours of pre-planned participation in non-credit teacher-training courses, factory training schools, workshops, seminars, and professional licensing requirements shall be equal to one (1) professional improvement unit.

d. Travel, either domestic or foreign, in which 0.2 units may be earned for each day of participation up to a maximum of five (5) units in any one (1) year.

e. Additional professional improvement units may be granted as approved in the individual improvement plan on the basis of independent research and development activities in excess of the normal contractual obligations of the academic employees.

f. Each twenty (20) hours of pre-planned unpaid field work, clinical, or community service experience shall be equal to one (1) professional improvement unit.

g. A maximum of fifteen (15) professional improvement units may be awarded for each work published.

Section 5. Criteria for Approval of Professional Improvement Units

a. Professional employees are encouraged to update their knowledge and skills, both as generalists and specialists. Therefore, the activity undertaken should be relevant to one (1) of the following criteria:

1. The employee's job description;

2. The course content of a current or proposed course;

3. Effectiveness or innovation in teaching, counseling, or serving the College community;

4. Increased potential for communication with students or staff;

5. Potential or actual student interest in the activity or subject;

6. Increased potential for instructional delivery, information delivery, or counseling technique;

7. Increased understanding of community college students, staff, organization, management, or community college objectives.

b. Professional improvement units shall not be normally credited for any activity performed during the established on-campus expectation.

c. The activity shall not duplicate work done for previous units unless changing concepts or technology have rendered earlier training obsolete.

d. All activities must be pre-planned and consistent with a five-year (5-year) professional improvement plan, original or amended, reviewed and recommended by the Department Chair and approved by one (1) or more designated administrator(s) on each campus.

Section 6. Approval of Professional Improvement Units

Approval or disapproval:

a. If a planned activity is not approved by the designated administrator, the activity in question will be referred to the PIU Committee.

b. A PIU Committee shall be established and consist of the Personnel Director (who shall act as chairperson), the designated administrators, and two (2) tenured faculty members from each campus. The faculty members will be selected by the Association. It shall be the responsibility of this Committee to evaluate and to make final recommendations as to the value and acceptability of the requested activity.

c. The person making the request for reconsideration of a proposed improvement activity may at his option invite two (2) peers to act as resource people to aid the Committee in its decision-making process.

Section 7. Implementation

a. Professional improvement units shall accrue to the academic employee at the time the official transcript or other documentation is received. A record of such units shall be placed in the employee's file.

b. Units that are documented and filed with the Personnel Office on or before September 30 will count toward salary schedule placement that contract year.

c. Completed units not documented and filed with the Personnel Office on or before October 15 shall not count toward salary schedule placement in any subsequent year.

. Documentation shall consist of the following:

1. Credit or non-credit courses - official transcripts; work experience-written certification of work experience by employer and/or W-2 records of earnings.

2. Conferences, factory training schools, etc. - agenda, outline of program or certificate.

3. Travel itinerary and resume' of accomplishments as it relates to prior approval.

4. Independent research - project or summary of projects as it relates to prior approval.

ARTICLE XVIII

GRIEVANCE PROCEDURE

ection 1. Definition and Procedure

A grievance is hereby defined as a complaint by employee(s) or the Association regarding the interpretation or application of the terms of this Contract by the Employer. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, in accordance with Step One below, as long as the adjustment is not inconsistent with the terms of this Contract. Such grievances shall be handled in the following manner.

Step One
The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate Dean/Director. Resolution, if any, shall be reduced to writing and a copy forwarded to the Association and the Personnel Director.

If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated, and signed by the Employee and the Association representative and shall state the specific factual basis of the grievance, the provision or provisions of the Contract involved, and the remedy sought (per Appendix C). The College President shall be given the written and dated original grievance. The College President shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Associaton.

Step Two
If no settlement is reached at Step One, the written grievance may be submitted to the Chief Executive Officer or designated representative, provided it is filed with the Chief Executive Officer or his designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this step. The Chief Executive Officer or his designated representative shall send his written answer to the Association within ten (10) working days. Such answer shall be deemed to be the position of the Employer.

Step Three
If no settlement is reached at Step Two, the Association may, at its sole discretion within twenty (20) working days after the date of Step Two answer, request by

written notice to the Chief Executive Officer and the American Arbitration Association that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. Time Limits

With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One (or Step Two at the discretion of the Association) of Section 1 above within fifteen (15) working days after the grievant becomes aware of the facts on which the grievance is based shall be waived for all purposes. Other time limits may be extended by written mutual agreement of the parties. Working day, as used in this Article, shall mean an employee-contracted day. (Between Spring and Fall Quarters, working day shall mean calendar days exclusive of holidays and weekends.)

Section 3. Arbitration

Matters subject to arbitration shall be referred to the American Arbitration Associaton under voluntary rules except that selection of the Arbitrator shall be by alternately striking an equal number of names. The party to strike first shall be determined by lot. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.

Grievances initiated during the duration of this Contract shall be fully processed in accordance with the terms of this Article.

Section 4. Jurisdiction of Arbitration

Jurisdiction of the arbitrator is limited to:

a. Adjudication of the issues which, under the express terms of the Contract and any Submission Agreement, are subject to arbitration.

b. Interpretation of the specific terms of this Contract which are applicable to the particular issue presented to the Arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify or amend any terms or conditions of this Contract.

c. The rendition of a decision or award based solely on the evidence and matters presented to the Arbitrator by the respective parties in the presence of each other and the matters presented in the written briefs of the parties.

d. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the Arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance. In order for either party to claim an arbitrability bar to the grievance, such arbitrability claim(s) must be made known to the other party together with the reasons therefore at the Step Two level.

e. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

Section 5. Arbitrator Fees

The fees and expenses of the Arbitrator shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding upon the Employer, the Association, and the employee affected consistent with the terms of this Contract.

Section 6. Grievance Participation

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the Association for information needed for processing any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with the minimal interference with instructional duties. Employees directly participating in such hearings shall suffer no loss of pay.

ARTICLE XIX

SAVINGS CLAUSE

Section 1.

This Contract shall be contingent upon legislative authorization and funding, all present and future applicable State and Federal laws, and those external rules, regulations, and orders having the full force and effect of law. In the event of conflict between the above and the requirements of this Contract, the former shall prevail over the Contract language.

Section 2.

Should any provision or provisions become unlawful by virtue of Section 1 above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Contract. Any provisions of this Contract not declared invalid shall remain in full force and effect for the term of the Contract. If any provision is held invalid, the Employer and the Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XX

SCOPE OF AGREEMENT

Section 1.

This Contract constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. This Contract shall supersede any rules, regulations, or policies as found in the Board Policy Manual, resolutions, or practices of District 17 which shall be contrary to or inconsistent with its terms to the extent of the conflict only.

Section 2.

Agreement expressed herein in writing constitutes the entire Contract between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3.

The parties have agreed to implement the Collaborative Problem-Solving Process, as developed and mutually agreed to by both parties, during the life of the Contract to assure the continuation of the collaborative problem-solving process in major areas where there are mutual concerns and interests. The Community Colleges of Spokane and the Association will complete an evaluation of the collaborative process by August, 1987. Furthermore, the parties agree to open discussions on articles such as Article IV Workload, Article XIII Evaluation, and Article XXII Hourly-Contracted Academic Employees for problem-solving during the life of the Contract, and where changes in the articles substantially affect other articles, the affected articles will be opened up by mutual consent. The parties agree that no more than three (3) Articles will be opened in any one (1) year of this Contract with the exception of that provided in Article XX, Section 5.

Each of the above openers will have a corridor of approximately four (4) months for collaborative problem-solving and a window of forty-five (45) days for contract language development and ratification, based on a schedule mutually agreed to by both parties. Implementation of changes in language will generally be effective Fall Quarter, with some exceptions beginning Summer Quarter.

Section 4.

The parties agree to utilize the collaborative process to review technical changes annually and to recommend implementation of technical changes as agreed by the parties each year in accordance with Section 3.

Section 5.

The parties agree to open collaborative discussion to distribute salary increases authorized by the Legislature throughout the life of this agreement on a timely basis.

Section 6.

Nothing contained herein shall be construed to deny or restrict to any academic employee rights and responsibilities he may have under the laws of the State of Washington and the United States or other applicable regulations.

Section 7.

All employee contracts shall be issued subject to and consistent with Washington State law and the terms and conditions of this Contract.

Section 8.

Unless the context in which they are used clearly requires words used in this Contract denoting gender shall include both the masculine and feminine.

Section 9.

The District agrees to negotiate the effects of subcontracting upon the request of the Association.

ARTICLE XXI

IMPASSE PROCEDURE

Section 1.

For the duration of this contract, the parties agree to utilize the impasse procedure as currently written or mutually modified by the parties.

Section 2.

If the parties are unable to reach agreement within twenty (20) days prior to Contract expiration, then an impasse shall be declared and a mutual request for assistance shall be filed with the Public Employment Relations Commission to secure the services of a PERC appointed mediator or any other mediation service mutually agreed to.

ARTICLE XXII

HOURLY-CONTRACTED ACADEMIC EMPLOYEES

This Article refers only to hourly-contracted academic employees of Washington State Community College, District 17, and no provisions in the Master Contract shall be construed to include hourly-contracted employees except those contained herein.

DEFINITIONS

1. Adjunct Academic Employees (Hourly-Contracted Employee)

   This category is to be used to give recognition to selected hourly-contracted academic employees who have had three (3) years of continuous employment with the District, whose work has been evaluated as satisfactory, and whose workload has been and continues to be one-half (1/2) or more total weekly contact hours (contact hours plus weekly office hours) as defined in Article IV, Section 2.

   Due to the complexity and the many implications that would result from this recognition, the parties have agreed to postpone implementation of this category until such time as there is mutual agreement on the detailed description and further clarification of criteria for eligibility in this category. These discussions are to be assigned to a task force using the collaborative problem solving process in 1985-86 pursuant to Article XX, Section 3.

2. Hourly-Contracted Academic Employee

   An hourly academic employee is one who meets his contractual obligation and whose work load is less than an adjunct assignment.

   It is expressly understood by the employer, the Association, and each adjunct academic employee and hourly-contracted academic employee subject to this agreement that employment in the status of adjunct academic employee and hourly-contracted academic employee shall not be considered an automatic career path to annually-contracted academic positions with the employer. All hiring selections for full-time academic employment will be consistent with Equal Employment

Opportunity and Affirmative Action laws and, furthermore, these same principles will be implemented in the selection of individuals for employment in the status of adjunct and hourly-contracted academic employees.

It is expressly understood by the District and the Association that by moving Hourly-Contracted Academic Employees - Appendix A in the 1983-85 Master Contract to Article XXII that no additional benefits or interpretations apply to certain referenced Articles and Sections. Articles and Sections such as Keys, Faculty Lounge, Assignment of Office Space, Department Chair, Textbook adoption, Salary Schedule, etc. have previously not applied or have applied to limited areas and therefore generally do not apply.

1. The following provisions shall not be applicable with respect to hourly-contracted employees:

a. Article III Section 14	Tuition Fee Waiver
b. Article IV	Workload and Terms of Employment
c. Article VIII	Tenure
d. Article IX	Dismissal
e. Article XIV	Employment Screening & Selection Procedures
f. Article XVII	Salary Schedule Placement and Movement

2. The following provisions shall be applicable as specified:

   a. Article III, Section 9 Due Process shall be applicable during the time specified in the individual contracts (c. below) and shall not apply to any renewals of such assignments. In case of funding or enrollment problems, Due Process shall not be applicable until after the first three class meetings. This exclusion of due process does not exclude just cause.

   b. Article III, Section 10 Handbooks shall be applicable to the extent that various handbooks for special programs are utilized and available.

   c. Article III, Section 11 Individual Contracts shall not be applicable: provided, however, all hourly-contracted employees shall be supplied an individual contract delineating rate of pay, hours to be worked, duration of assignment, and other relevant data.

   d. Article VI, Leaves shall apply to hourly-contracted employees as follows: Hourly-contracted employees regularly scheduled for twenty (20) hours or more for a period of at least three quarters shall receive six (6) hours sick leave for each month employed. Part-time day on-campus employees not covered by the above shall receive regular compensation in the event of illness or injury to the academic employee. Such compensation shall not exceed payment for ten percent (10%) of the hours taught, up to a maximum of six (6) hours per month, and shall not be accruable or compensable under the provisions of this section. Sick leave buy-out benefits shall be applicable to such employees if required by statute.

   e. Article X, R.I.F. shall not be applicable to hourly-contracted employees; provided, however, past service, qualifications of the employee, and program requirements shall all be considered regarding any reduction in Institute programs.

   f. Article XV, Insurance Benefits and Payroll Deductions - Benefits shall be applicable to hourly contracted employees subject to the following eligibility requirements:

      (1) Half-time is defined as one-half (1/2) of the combination of normal weekly hours, plus office hours.

      (2) Fifteen (15) contact hours shall be deemed half-time in all other instances.

   g. Article XVIII, Grievance Procedure shall be applicable to hourly-contracted employees regarding the administration of the terms of this Article. The Step One representative of the District shall be the Executive Dean of the Institute for Extended Learning or the appropriate College President.

   h. Hourly employees contracted for twenty (20) or more contact hours per week shall receive one (1) paid office hour per week in addition to the established contact hours. Performance of such office hour shall be arranged with the appropriate supervisor.

   i. Hourly-contracted academic employees shall mean all individuals not covered in Article I, Section 3.a. (full-time annually-contracted faculty) including annually-contracted employees during such time that they are performing duties beyond those required to maintain full-time status. As a general guideline, hourly contracted academic employees will be limited to eighty percent (80%) of the normal workload as defined in Article IV of the Master Contract on an annual basis. As such, the hourly-contracted academic employee may be contracted to work a maximum of two hundred forty three-hundredths (240/300 or 80%) of the annual loads defined in the Master Contract. Hourly-contracted academic employees will not be assigned a workload that exceeds 100% of the defined workload in any one quarter. All other instructional areas without workload definition in the Master Contract will be computed on thirty-five (35) hours per week as the basis with the exception of the apprenticeship programs. Exceptions to the above guidelines may be permitted up to two hundred seventy three-hundredths (270/300 or ninety percent (90%)) with the approval of the Dean of Instruction/Associate Dean of IEL and the Personnel Director on a case by case basis.

3. Hourly-Contracted Salary Rates

Approved assignments which are not annually-contracted will be paid in accordance with the following hourly rates:

Effective January 1, 1985

BH-01	Hourly-contracted Instructor	$17.60
BH-02	Hourly-contracted Counselor or Librarian	$17.00
BH-03	Hourly-contracted Non-Instructional Academic Assignments - Includes assessment, advising, etc.	$15.00

4. Self-Support, Grants, and Contracts

*For hourly-contracted employees hired on self-support special funds, grants and contracts, the District will normally follow the terms and conditions of the Master Contract but reserves the right to make modification in the terms and conditions for employees on self-support, special programs, grants and contracts to meet the requirements of the program. Upon request of the Association, the District will provide a summary of the special programs and any hourly-contracted academic employees.

Self-Support Rate of Pay (for self-support courses that begin after June 1, 1985):

Category I	Academic Equivalence; Vocational and/or Technical Intent; Supplementary/Preparation Job Related	$17.60*
Category II	Consumer user related resulting in personal skill development usually non-vocationally related.	$14.35*
Category III	Social nature personal interest and/or social amenities requiring minimum course preparation. Non-vocational, non-academic intent.	$12.50*

ARTICLE XXIII

DURATION

Section 1.

This Contract shall remain in full force and effect from September 1, 1985, to August 31, 1988.

Section 2.

All expenditures for salaries and/or fringe benefits required by this Contract are subject to the availability of Legislatively appropriated funds. Such subjects shall be re-opened in the event of inadequate funding or in the event the legislature provides additional funds for such specific purposes.

Section 3.

Provisions of this Contract may be re-opened at any time by mutual consent of the parties.

Section 4.

On and after March 1, 1988, this Contract shall be considered open for negotiation and or collaborative problem solving of the terms.

Signed this 19 day of August, 1985, at Spokane, Washington.

FOR THE ASSOCIATON:

Jim Pollard, President
Dist. 17 Assoc. for Higher Education

Mary Hyatt
Mary Hyatt

Ed Reynolds

Linda Seppa Salisbury
Linda Seppa Salisbury

Phil Smith

Wally Sowers
Wally Sowers

Carolyn Stephens
Carolyn Stephens

ACTING ON BEHALF OF THE BOARD OF TRUSTEES:

C. Nelson Grote
C. Nelson Grote, Secretary to
The Board of Trustees

APPENDIX A

ADMINISTRATIVE PROCEDURE FOR DISMISSAL, RIF

	TITLE	REFERENCES	ACTIONS
STEP I	Sufficient Cause to	Article X, Sec. 1	CEO determines if sufficient cause RIF exists. Uses recommendation and materials supplied by president, appropriate dean, division administrator.
STEP II	Order of Layoff	Article X, Sec. 4	CEO in consultation with unit administrators review to determine affected employees.
STEP III	Association Notice	Article X, Sec. 2a.	CEO notifies AHE of extent of RIF, cause, and affords opportunity to suggest alternatives.
STEP IV	Conference with Affected Employee	Article X, Sec. 2b.1.	If cause is a, b, c of Article X, Sec. 1, (cause d requires State Board to first determine RIF need) CEO meets informally with employee to discuss proposed RIF and receive suggested alternatives such as reassignment, leave of absence, retirement, resignation, etc. AHE notified of meeting at least one work day prior to meeting.

ADMINISTRATIVE PROCEDURE FOR RIF (Continued)

	TITLE	REFERENCES	ACTIONS
STEP VI	Dismissal Procedure	Article IX, Sec. 2	CEO serves written notice of cause to affected employees, the association and copies to members of Dismissal Review Committee.
STEP VI (Cont.)	Dismissal Procedure	Article IX, Sec. 2	Notices to include statements as called for in Sec. 2a, b, c, and d.
		Article X, Sec. 5b.	The fifty-five (55) days (Article X, Sec. 5.b.) begins with the acceptance of the terms of the Reduction in Force by the affected faculty member(s) as detailed in the CEO's written notice of dismissal (cause) but no later than ten (10) calendar days after the issuance of the CEO notice of dismissal.
		Article IX, Sec. 4b.	Establish District Review Committee within 5 days of notice of pending dismissal.
			Employee has ten days to request a hearing. (CEO request in writing on 7th day.)
STEP VII	Hearing Not Requested	Article IX, Sec. 2	CEO notifies Dismissal Review Committee and board of trustees of employee's waiver of hearing.
	Hearing Requested	Article IX, Sec. 3	Rights considered.

ADMINISTRATIVE PROCEDURE FOR RIF (Continued)

	TITLE	REFERENCES	ACTIONS
		Article IX, Sec. 6	Hearing officer appointed. Conduct hearing; submit findings, conclusions and recommendation to board of trustees, CEO, affected employee.
STEP VIII	Board Decision	Article IX, Sec. 7	Board makes final decision. Termination letter issued in accordance with Article IX, Sec. 9.
STEP IX	Decision Not Appealed	Article X, Sec. 5b.	See Step VI.
	Decision Appealed	Article IX, Sec. 8	Faculty member appeals to court pursuant to RCW 28.B.19.150.
STEP X	Termination	Article IX, Sec. 9	Dismissal for sufficient cause is effective the date of notification by board of trustees.
STEP XI	Recall	Article X, Sec. 6	Employee has right of recall in reverse order for 3 years and notification to other employers of reasons for RIF and qualifications of employment.

APPENDIX B

PROBATIONARY ACADEMIC EMPLOYEE PERFORMANCE EVALUATION REPORT

QUARTER ____________________ DATE ____________________

NAME ________________________________ PROBATIONARY YEAR 1____ 2____ 3____
Last First Middle (If applicable)

________________ ________________ ________________
College Department Subject Field

RATING: S - Satisfactory performance (comments and/or suggestions for improvement are optional)
R - Steps for improvement required (committee must specify)
N - Not observed or not applicable.

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Instructional Skills:		
1. Demonstrates competence in subject matter or area of assignment.		
2. Gives clear explanations, assignments, and directions and maintains an appropriate learning atmosphere.		
3. Demonstrates proper use of lesson plans and course objectives.		
4. Evaluates individual student progress regularly, maintains appropriate records, and keeps students informed of their progress.		
5. Makes effective use of instructional equipment, materials, and resource personnel.		
Employee Relationship with Students:		
1. Shows respect for, and interest in, students. Shows consistency and fairness in dealing with students and makes provision for differences in ability among students.		
2. Is available to students and willing to provide individual assistance.		
Employee Relationship to Administration, Faculty and Staff:		
1. Works harmoniously and effectively with administration, faculty and staff.		
2. Offers to share professional knowledge and techniques.		

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
3. Reacts positively to constructive suggestions from administration and/or faculty.		
Employee's Professional Characteristics:		
1. Demonstrates self-control and good judgment. Uses professional discretion and tact in communications concerning school or staff.		
2. Demonstrates promptness and dependability in carrying out assignments.		
3. Follows established policies of school and district and works through appropriate channels. Attends required college and district meetings.		
Employee's Professional Improvement:		
1. Maintains professional competency through participation in either college classes, institutes, conferences, workshops or through work experience.		
2. Supports and has interest in professional organizations related to the instructor's field.		
3. Endeavors to implement improvement suggestions. Implements changes to reflect new trends in field or profession.		
Other-Special Areas For Evaluation May Be Established:		
1. At the time they are established a letter explaining the reasons for them must accompany the committee report.		
2.		

Tenure Recommendations:
(If applicable)

EVALUATORS

____

____

Tenure ________ ______________________

Continued Probation ________ ______________________

Non-Tenure ________ ______________________

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

______________________________ ________
Employee's Signature Dat

APPENDIX C

GRIEVANCE REPORT FORM

SUBMIT IN DUPLICATE

DISTRIBUTION OF FORMS:
1. Chief Executive Officer
2. College President
3. Immediate Supervisor
* 4. Personnel Office
5. Association
* 6. Grievant

*Disposition of two originally signed copies.

______________________________ ______________
Name of Grievant Date Filed

______________________ ______________________
Assignment Building

STEP I

A. Date alleged grievance occurred. ______________________

B. 1. Specific factual basis of grievance. ______________________

____

____

____

2. Specific provision(s) of Contract alleged violated. ______________________

____

____

____

3. Remedy sought. ______________________

____

____

____

______________________________ ______________
Signature of Grievant Date

______________________________ ______________
Signature of Association Representative Date

C. Date received by College President.________________________

D. Disposition by College President.________________________

____

____

______________________________ ____________

Signature of College President Date

E. Position of Grievant and Association.________________________

____

____

____

_____ Step I answer satisfactory. _____ Step II review desired.

______________________________ ____________

Signature of Association Representative Date

STEP II

A. Date received by Chief Executive Officer or Designee.________________

B. Disposition by Chief Executive Officer or Designee.*________________

____

____

______________________________ ____________

Signature of
Chief Executive Officer Date

C. Position of Grievant and Association.________________________

____

____

____

_____ Step II answer satisfactory. _____ Arbitration requested.**

______________________________ ____________

Signature of Assocation Representative Date

*Add additional page, if necessary.

**Requires signature of Association President or designee.

APPENDIX D

CHAPTER II - FACULTY AND STAFF PERSONNEL 2.70.00

2.70.00 - COPYRIGHT OWNERSHIP

2.70.01 - **Definitions.** For the purposes of the copyright ownership policy of Washington Community College District 17, the following words shall have the indicated meanings:

(1) "Creative Work" or "Work" shall refer to original, intellectual, literary or artistic creations including, but not limited to, books, manuals, texts, lectures, addresses, study guides, plays, poems, music, pictures, photographs, films, film strips, slides, tapes, records, program units, computer software, and other instructional materials and products. "Creative Work" or "Work" shall not include articles submitted to or published in scholarly and professional journals or class notes produced in connection with regularly scheduled courses of instruction.

(2) "Creator" shall mean any employee, group of employees, registered student or groups of registered students, or any combination thereof which authors or produces a creative work.

(3) "District" shall refer to Washington Community College District 17.

2.70.02 - **Purpose.** It is the policy of the District to encourage and assist the Creator to produce creative works.

It is the purpose of the District's copyright policy to clarify the respective rights of the District and its employees by establishing policies governing the ownership, control, use and disposition of creative works.

This policy is not intended to affect the right of employees of the District to own, control, use and dispose of works which are created by the individual without assistance, support or sponsorship from the District.

2.70.03 - **Works Created Without District Assistance, Support or Sponsorship.** An employee or group of employees of the District who produce(s) a creative work without the assistance, support or sponsorship of the District shall retain full right of ownership, control, use and disposition over the work. The employee(s) shall be solely responsible under such circumstances for copyrighting the creative work.

2.70.04 - **Works Created With District Assistance, Support or Sponsorship.**

(1) For purposes of this policy, a work is created with the assistance, support or sponsorship of the District under any of the following circumstances:

(a) When the Creator utilizes any District funds, equipment, facilities, materials, staff services, or other resources in connection with the creation of the work which are not normally assigned to any employee or student as necessary to perform regularly assigned duties, scholarly pursuits and research or class preparation. For purposes of this subsection, sponsorship shall not include reasonable and normal use of assigned office space, typewriters and other office equipment and research materials, nor shall it include classroom and laboratory materials and equipment normally available for use by students as part of regularly scheduled classroom activities.

(b) When any portion of the work is created during time for which the Creator receives compensation from the District, except for those portions of the work which may be created from time to time as part of regular classroom preparation or student assignments, or from grants or contracts administered or sponsored by the District.

(c) When the Creator is compensated by the District for developing the creative work.

(2) Whenever the Creator produces a creative work with the assistance, support or sponsorship of the District, the District shall have full right of ownership, control, use and disposition over the work, subject to subsections 3, 4, and 5 of this section. The District may copyright such a creative work when it appears that copyrighting will be in the best interest of the District.

(3) Whenever the Creator produces a work with the assistance, support or sponsorship of the District, the District shall be the sole recipient of any and all income derived from the ownership, use, sale or disposition of the work until the District has been reimbursed for all District expenses incurred during the creation, development and production of the work. Reimbursement costs shall be determined by a standard schedule, based on the scope of the work, equipment and staff time used, publication costs and any and all special costs. At such time as the District has been reimbursed for all expenses incurred during the creation, development and production of a creative work, the District and the Creator shall each receive fifty percent of any remaining or future income derived from the creative work.

(4) Whenever the development of a creative work has been supported by a grant or contract, the District and the Creator shall be obligated to adhere to the conditions of the grant or contract. The copyright status of a creative work supported by a grant or contract and the distribution of income derived from the ownership, use, sale or disposition of a creative work supported by a grant or contract shall be subject to the provisions of subsections 2 and 3 of this section except when subsections 2 and 3 are contrary to the express or implied conditions or requirements of the grant or contract.

2.70.05 - **Separate Contractual Agreements.** Notwithstanding any other provisions of Policy 2.70.00, the District or the Creator shall have authority to enter into a separate contractual agreement. Such an agreement may, where appropriate and in the best interest of the District, (1) limit or restrict the District's right of ownership, control or use or disposition over a work produced with the assistance, support or sponsorship of the District, or (2) increase or decrease the Creator's share of the income derived from a creative work after the District has been reimbursed for all expenses incurred during the creation, development and production of the work.

Whenever either the District or the Creator wishes to enter into a separate contractual agreement pursuant to this subsection, it shall be the responsibility of either party to negotiate the terms of the agreement prior to the beginning of the actual development of the creative work.

007544

ADDENDUM**

TO

MASTER CONTRACT

September 1, 1985
through August 31, 1988

RATIFIED

Effective September 1, 1986

**Addendum items in reduced format to replace information in Master Contract book

JC 870524

ARTICLE XVI

Salary Schedule

Annually-Contracted Salary Schedule (175 days)

Step	Effective September 1, 1986 Annual Salary
1	$18,535
2	$19,320
3	$20,105
4	$20,890
5	$21,675
6	$22,461
7	$23,246
8	$24,031
9	$24,817
10	$25,602
11	$26,387
12	$27,172
13	$27,957
14	$28,743
15	$29,528
16	$30,315
17	$31,415

ARTICLE XVI

Section 1. Remuneration for Advisors of Student Clubs and Organizations

	A	B	C	D	E	F	G
	APPROVED ACTIVITIES						
	1-2	3	4	5	6	7	8 & UP
Effective 9/1/86	$103	$206	$309	$412	$515	$618	$721

a. Special Factor

	Effective 9/1/86
Competition (College approved)	$103
Service to College	$103 > $206 maximum
Advisor Service after First Year	$103

ARTICLE XI

Section 3. Department Chair Stipend

Department Chairs shall be compensated at $1,030 per annum, plus $77.25 per quarter per full-time equivalent individual (FTEI's) in the Department in excess of five (5), excluding Department Chair. For purposes of this section, individuals in the Department shall mean annually-contracted, or hourly-contracted faculty (excluding Continuing Education, non-credit, Institute assignments, and programs outside of Spokane County) as of the tenth day of each quarter.

ARTICLE XVI

Section 4. Reimbursement Schedule for Coaches and Assistants

Position	Effective 9/1/86
FOOTBALL	
Head Coach	$2,634
Asst. Coach	$1,835
CROSS COUNTRY	$1,161
BASKETBALL	
Head Coach	$2,634
Asst. Coach	$1,835
VOLLEYBALL	
Head Coach	$2,001
Asst. Coach	$1,161
BASEBALL	
Head Coach	$2,001
Asst. Coach	$1,161
TRACK	
Head Coach	$2,001
Asst. Coach	$1,161
GOLF	$1,161
TENNIS	$1,161
GYMNASTICS	
Head Coach	$2,001
Asst. Coach	$1,161
NATURAL RESOURCES	
Head Coach	$1,161
Asst. Coach	$929
RODEO	
Head Coach	$1,161
Asst. Coach	$929
SOCCER	
Head Coach	$2,001
Asst. Coach	$1,161
SOFTBALL	
Head Coach	$2,001
Asst. Coach	$1,161

ARTICLE XXII

Other Hourly-Contracted Salary Rates

Approved assignments which are not annually-contracted will be paid in accordance with the following hourly rates:

Effective September 1, 1986

BH-01	Hourly-contracted Instructor	$18.13
BH-02	Hourly-contracted Counselor or Librarian	$17.51
BH-03	Hourly-contracted Non-Instructional Academic Assignments - Includes assessment, advising, etc.	$15.45
	Self support rates:	
	Category I	$18.13
	Category II	$14.78
	Category III	$12.88

CONTRACT

between the Board of Trustees of Community College District No.19 and the Columbia Basin College Association for Higher Education

1987–1989

JC 870524

739

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CONTRACT

between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 19

and the

COLUMBIA BASIN COLLEGE ASSOCIATION FOR HIGHER EDUCATION

1987 - 1989

PREAMBLE

This Contract is made and entered into by and between the Board of Trustees of Community College District No. 19, hereinafter called the "Employer" or "Board," and the Columbia Basin College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association". The terms "Board" and "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

The members of the faculty are professionally qualified to assist in formulating policy pertaining to educational programs, and the Association shall have the right, after opening their Contract in accordance with Article X, Duration, to negotiate with the Board of Trustees of Columbia Basin Community College or its delegated representative pursuant to RCW 28B.52.

As a result of bargaining between the Board and the Association, it is hereby agreed as follows:

ARTICLE I - ADMINISTRATION

Section 1. Recognition. The Board recognizes the Association as the bargaining representative for all academic employees employed by the Board for the purposes of exercising all rights accorded the Association by State Law and the terms and conditions of this Contract. No academic employee shall be prohibited from appearing in his own behalf on matters relating to his employment relations with the Board, provided the Association has been given an opportunity to be present and that no action shall be taken by the Board that would violate any provision of this Contract.

"Academic employee" shall mean any teacher, counselor or librarian employed by the Board. Academic employees who serve as division chairmen shall be members of the bargaining unit when performing as a teacher, counselor or librarian. The job duties, description, and stipend for performance as a division chairman shall be determined by the Board.

Excluded from the bargaining unit are all employees of the District who do not meet the definition of "academic employee" as defined herein. Should a question arise whether a position is included or excluded from the bargaining unit, the Board or its designee shall meet with the Association and attempt to resolve the difference. Appeal may be taken by either party pursuant to the Public Employment Relations Commission.

Section 2. Status of the Contract.

A. This Contract shall supersede any rules, regulations, policy, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms to the extent that it is contrary to or inconsistent.

B. All items agreed upon during negotiations and reduced to writing are final and binding on both parties for the duration of this Contract and may be modified during the life of this Contract, only by mutual consent of both parties. Requests to negotiate additional terms to this Contract during its duration shall also require mutual agreement.

Existing policies, rules, regulations, procedures or practices not in conflict with this contract may remain in full force and effect at the discretion of the Board.

C. Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall include both the masculine and the feminine.

D. Unless otherwise provided in this Contract, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries.

Section 3. Conformity to Law. Any provision of this Contract which may be adjudged by a court of competent jurisdiction or formal Attorney General opinion to be in conflict with any Federal law or State law or regulation of the SBCCE shall become inoperative to the extent or duration of such conflict. Since it is not the intent of either party here to violate such laws, it is agreed in the event of a conflict between any provisions of this Contract and such Federal or State law or regulation of the Washington State Board, the remainder of this Contract shall remain in full force and effect. The Trustees or their delegated representative and the Association agree to meet for the purpose of negotiating substitute provisions within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

Section 4. Distribution of the Contract. Within thirty (30) days following ratification and signing of this Contract, the College shall print and distribute to all academic employees copies of the complete Contract. All academic employees new to the College shall be provided a copy of the Contract by the College upon issuance of their individual contract and such Contract shall be available to all applicants for academic employee positions. The Association agrees to contribute one-half the cost of materials and supplies in printing and distributing the Contract.

Section 5. Contracting Out. The Board will bargain with the Association concerning the effects of any proposed subcontracting of work customarily performed by academic employees.

II - MANAGEMENT & ASSOCIATION RIGHTS

Section 1. Management Rights. All management and decision-making responsibility for the District is vested exclusively with the Board. The management and decision-making rights shall be limited only by the express term or terms of this Contract. All matters not specifically and expressly covered by the language of this Contract may be administered for its duration by the Employer in accordance with such rules, regulations, policies and procedures as it from time to time may determine.

Section 2. Association Rights.

A. Any representative of the Association who is mutually scheduled by the parties to participate during instructional or non-instructional periods in employer/employee conferences shall suffer no loss of pay.

B. The Board shall furnish the Association upon request, including but not limited to, annual reports and audits, register of academic employees, tentative budgetary requirements and allocations, agenda with non-confidential supporting materials, and minutes of all Board meetings at the time of distribution to the Board which records or information are a matter of public record. Special requests for information, in addition to those items indicated above, shall be furnished to the Association in accordance with the adopted Board policy on dissemination of public information.

C. Association meetings or Association committee meetings when scheduled shall not interrupt classroom assignments or scheduled office hours for those individuals involved; however, one hour per month may be scheduled prior to 3:00 p.m. for a general membership meeting so long as it does not interrupt scheduled appointments. General membership meetings of the Association shall be scheduled through the Business Office and follow the regulations and procedures for use of campus facilities and equipment. No charge shall be made for the Association's use of district rooms.

D. The Association and its affiliates shall have the right to post notices of their activities and matters of Association concern on college bulletin boards. The Association and its affiliates shall have the right to use the internal college mail service and employee mailboxes for communication with academic employees.

E. The Association shall receive within the first month of each academic year the names, addresses and telephone numbers (provided such numbers are publicly known) of all members of the bargaining unit.

F. Association representatives shall have reasonable access during normal college hours to all buildings in which members of the bargaining unit work, provided that such access does not interrupt the teaching process.

Section 3. Payroll Deductions - Membership Dues and Other Deductions.

A. Membership Dues.

1. The Association and its affiliates have the right of automatic payroll deduction of membership dues, assessments and fees, and NEA/PAC/Pulse dues for academic employees.

2. The Association shall provide an automatic payroll authorization form to each academic employee. Academic employees shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the academic year. Once an academic employee has signed the automatic payroll authorization, dues deduction shall be continuous thereafter from year to year unless revoked in accordance with subparagraph 4 of this Section.

3. The Association shall submit the automatic payroll authorization to the business office for processing. A table of prorated annual dues, assessments and fees shall be supplied to the business office by the Association to determine monthly dues deduction.

4. The automatic payroll authorization form shall clearly state that it is understood by the academic employees signing the authorization that continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made by an academic employee in writing to the Association with a copy to the business office between August 1 and August 31 of the year in which notice of revocation is given.

5. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

B. Other Deductions. The District shall, upon receipt of authorization from an academic employee, deduct from the academic employee's salary and make appropriate remittance for all voluntary deductions approved by the State Board and the District Board of Trustees. Termination of deductions shall not occur without a ten (10) day prior notification to the academic employee.

ARTICLE III - PERSONNEL

Section 1. Academic Employee Rights.

A. Individual Rights. Academic employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of academic employees due to race, creed, color, marital status, sex, age, national origin, political activity or lack thereof, nor shall the position on the salary schedule affect an academic employee's assignment.

Nothing herein shall be construed to deny or restrict to any academic employee such rights as he may have under State or Federal laws or other applicable laws and regulations.

B. Safe Working Conditions. Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being or the health, safety or well-being of students as determined by Washington State Industrial Safety and Health Act. Both parties agree to abide by the terms of the Washington Industrial Safety and Health Act.

C. Faculty Lunch Period. Full-time academic employees may schedule a lunch period as near to the middle of the work day as practical which lunch period shall be at least one-half (1/2) hour in duration.

D. Right to Due Process/Representation.

1. No employee shall be reprimanded, disciplined, suspended or adversely affected without just cause. This paragraph shall not apply to decisions regarding renewal or non-renewal of probationers, decisions regarding re-hire of part-time employees, dismissal of tenured faculty members, or decisions regarding the rehire of extra-contractual, supplemental, or division chairman activities.

2. Academic employees reserve the right to have a representative of the Association and/or counsel present when being reprimanded, warned, disciplined, or contractually affected for any reason. When a request for such representation is made, no action shall be taken with respect to the academic employee until such representative of the Association and/or counsel is present or within five (5) days of notification, whichever is sooner. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be made available to the academic employee and the Association. Nothing herein shall be construed to preclude the Dean or other appropriate administrative person from attempting to resolve problems with an academic employee in confidence.

E. Right to Join and Support the Association. Every academic employee of the college shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations. The Board shall not directly or indirectly discourage or deprive any academic employee of the enjoyment of any lawful rights conferred by the Statutes or Constitutions of the State of Washington and of the United States, or discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint or proceeding under the Contract or otherwise with respect to terms or conditions of employment.

F. Staff Lounge. Academic employees shall have the right to use of a staff lounge to be provided by and at the expense of the District.

Section 2. Academic Freedom.

A. Each academic employee is free to present her/his ideas in the learning situation where s/he has professional competence and responsibility. Each academic employee shall be free from instructional censorship or discipline, when that employee speaks, writes or acts, as long as s/he exercises academic responsibility. For example, all sides of controversial issues should be exposed, and students should be permitted to present freely their own views, even though these views may clearly differ from those held by the academic employee.

B. Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.

Section 3. Copyrights and Patents.

A. The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort, research and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his name.

B. The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

C. In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

Section 4. Academic Employee Protection.

A. As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against an academic employee, arising out of the performance or failure of performance of duties for the College, within or without the College facilities, the Board of Trustees may grant a request by an academic employee that the attorney general be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the College.

B. If the Board is unable to reach any decision on the matter, the attorney general is authorized to grant the request.

C. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

D. Whenever an employee is absent from employment and unable to perform his duties as a result of personal injury sustained in the course of employment, the employee may utilize his sick leave to compensate for the difference in the amount of state compensation and his regular salary to the limits of his accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his total salary. All benefits such as retirement, social security, sick leave and salary placement shall be maintained by the College.

Section 5. Evaluation. For the purpose of improvement of instructional and instructional support programs, as well as employee performance within such programs, all academic employees of the College shall be evaluated at least once a contract year. The evaluation and recommendations shall include teaching effectiveness, contributions to the division and institution, and participation in professional and community activities. The designated evaluator shall make periodic appraisal of the work of each educational employee and shall maintain suitable records of the facts and results of such appraisals. Each educational employee shall conference with his evaluator during which time the conditions of his evaluation since his preceding evaluation shall be recorded in written form for the employee's personnel file, and a duplicate copy given and signed by both parties. The signature of the educational employee does not in any manner signify agreement or waiver of any rights or courses of remedy.

Section 6. Personnel Files. Academic employees and former academic employees shall have the right to inspect all contents of their personnel files kept by the College. Each academic employee shall have the right, upon request, to review the contents of his personnel file.

Any derogatory material placed in an academic employee's personnel file shall be brought to the attention of said employee within ten (10) days of placement of such material.

The employee shall have the right to attach a full and complete rebuttal statement to any derogatory material placed in his file. Upon request, the employee shall have the right to have the file expunged of such material three (3) years after placement in the file, provided there has been no recurrence of the matters referenced.

Section 7. Division Chairman and Assignments. When a vacancy or new division chairmanship position occurs, the academic employees in that division shall be given an opportunity to nominate academic employees from that division for consideration and final selection by the President.

All academic employees shall be assigned to a division chairman or an administrative supervisor as appropriate.

Section 8. Workload.

A. Instructional Responsibilities. The primary responsibility of the academic employee is to serve the student primarily through classroom faculty/student contact or by other assistance; i.e., conferencing, etc., as related to the learning process. These responsibility factors are established to ensure an appropriate balance of individual faculty assignments in the total institution.

1. Guidelines to be used in developing an instructor's responsibility schedule within the work weeks of a quarter will be the responsibility of the division chairman and the academic employees of the division with final approval by the Dean of Instruction.

2. Each individual academic employee shall work with his division chairman to develop a weekly responsibility schedule in conformance to the guidelines.

3. This responsibility schedule shall be for a thirty (30) hour week, plus a designated lunch period.

4. Approval of such a responsibility schedule shall be vested with the Dean of Instruction or his designee no later than the end of the first instructional week of each quarter during the regular academic year.

5. Accountability to the posted responsibility schedule may be excepted on campus by notifying the appropriate division chairman. Exception to the responsibility schedule for off-campus reasons must be approved by the Dean of Instruction or his designee.

B. Annual Workload Standards. The annual workload standards for full-time contracted academic employees shall average as follows:

1. 15 minimum and 17 maximum classroom contact hours per week, per quarter, for straight lecture mode;

2. 18 minimum and 22 maximum classroom contact hours per week, per quarter, for lecture/lab mode; e.g., science, art, music, physical education;

3. 21 minimum and 25 maximum classroom contact hours per week, per quarter, for a predominantly lab mode; e.g., occupational programs, skills labs; and,

4. 30 classroom contact hours per week, per quarter, for classes coded 90 or below or any assignment which does not require lecture or lecture/lab combination.

5. 35 student contact hours per week, per quarter, for counselors and librarians.

Hourly ranges are designed to reflect both existing programs and provide flexibility to meet future programs needs. Academic employees who have met minimum hours per week per quarter will not be required to teach extended day classes except as provided in sub-paragraph E.

C. Development of Written Syllabi. Each full-time academic employee shall develop written syllabi for each course taught, which shall be updated annually. Employees shall make provision for continuity of their instructional assignment, should an instructor be absent for any reason.

D. Verification of Class Roster. Upon receipt of the class roster printout, the academic employee shall verify the class roster with the Registrar.

E. Extended Day Duty Assignments. Academic employees may be assigned to instructional duties during extended day in order to conform to average quarterly minimum provisions of their responsibility as stated in sub-paragraph B. If such assignment exceeds one class per quarter, the assignment must be made only with the consent of the employee.

F. Split Shift - Librarians and Guidance Counselors. Librarians and Guidance Counselors shall not be assigned a split shift without the consent of the employee.

Section 9. Contracts and Payment.

A. Academic Employee's Contract. Pursuant to RCW 28B.50.855, the Board shall provide to every member of the bargaining unit, prior to the commencement of his professional duties, a written contract which delineates the terms of employment including the conditions and responsibilities attached thereto, provided that such written contract shall be in conformity with Washington State Law, State Board for Community College Education regulations and the terms and conditions of this Contract.

At least one (1) copy of the academic employee's contract shall be given to the employee each year for signature and retention by the employee at the time it is signed.

B. Length of Contract. The length of the regular full-time academic employee contract shall be no less than one hundred seventy-four (174) days or more than one hundred seventy-eight (178) days.

C. Payment.

1. All full-time academic employees shall be paid in twenty (20) installments.

2. Checks shall be issued to the academic employee as per state mandated lag schedule.

3. All compensation owed to an academic employee leaving the College shall, upon request, be paid paid within fifteen (15) days after the final day of work.

Section 10. Supplies and Equipment. The following procedure shall be adhered to in the acquisition and disbursement of supplies, equipment and material to academic employees for the instructional program.

A. No later than May 1 of each year, employees in each division shall be given an opportunity to express in writing their budgetary needs for supplies, equipment, materials and travel for the following year. Their request(s) shall be given to their division chairman who will work with the instructional council toward establishing an appropriate total instructional budget.

B. The revision thereof by the College shall be so indicated to the academic employee through the division chairman within a reasonable length of time.

C. Every effort shall be made by the College to acquire supplies, equipment, and materials prior to the official opening of the academic year. If some items have not arrived, the current status of such shall be indicated through established administrative channels within a reasonable length of time.

Section 11. Class Audit and Enrollment. Any academic employee may attend classes on a credit or audit basis at Columbia Basin College without payment of tuition or operating service and activity fees except a $5.00 registration fee. Such enrollment, however, shall only be on a space available basis. Classes taken during the employee's regular workday shall be approved by the appropriate Dean.

Section 12. Insurance Plans and Related Benefits.

A. The Board shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each eligible faculty employee. Faculty employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the faculty employee. Such premiums shall be paid during summer months for full-time faculty who are returning to work for the subsequent academic year.

B. The Board shall make available retirement options as provided by statute.

C. The Board will provide, as provided by law, Washington State Unemployment benefits.

ARTICLE IV - TENURE, DISMISSAL AND RIF

Section 1. Such matters will be handled in accordance with procedures contained herein. It is agreed that such procedures provide a means to handle these matters in an orderly manner and that disputes regarding such matters shall not be subject to the grievance procedure of this Contract; provided that, upon written mutual consent between the academic employee and the Board of Trustees, appeals rights outlined therein may be waived in favor of final and binding arbitration.

Section 2. Definitions.

A. Faculty Appointment. Faculty appointment shall mean full-time employment as a teacher, counselor, librarian or other position for which training, experience and responsibilities are comparable as determined by the appointed authority, except administrative appointments as defined by law. Also excluded shall be soft money positions governed by Chapter 112, Laws of 1975, first ex. session (RCW 28B.50.851) and WAC 131.16.400 as now enacted or hereinafter amended.

B. Full-Time Academic Employee. An academic employee who receives a contract specifying full-time appointment and works a regular load of his division or area for any three complete successive quarters in one fiscal year.

C. Probationary Faculty Appointment. A probationary faculty appointment shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment. In no case shall an academic employee be in a probationary status for longer than three (3) years. Tenure may be awarded at any time as determined by the appointing authority after it has given reasonable consideration to the recommendations of a review committee.

D. Faculty Peer. One who holds a faculty appointment.

E. Probationer. Any individual holding a probationary faculty appointment.

F. Tenure. A faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.

G. Appointing Authority. The Board of Trustees of District NO. 19.

H. Dismissal Review Committee. A committee to hear dismissal cases and shall be composed of members of the faculty peers, a student and an administrator. The representatives of the faculty shall represent a majority of the members on each review committee. The members representing the faculty on each review committee shall be selected by a majority of the faculty acting in a body.

I. Tenure Review Committee. A committee composed of the probationer's faculty peers, the administration and student representative provided that majority of the committee shall consist of the probationer's faculty peers and that the academic employees be elected as specified by the tenure policy by a majority of the academic employees.

Section 3. Procedure for Granting Tenure.

A. Composition and Selection of the Tenure Review Committee.

1. A review committee shall be established, and shall include representation from the transfer division and the occupational division.

2. The review committee shall be composed of five persons, three of whom shall consist of tenured or faculty probationary appointees representing both divisions chosen by the faculty and the faculty department heads acting in a body prior to October 15 of each regular college year. Additionally, the review committee shall consist of one administrative appointee chosen by the President prior to October 15 of each regular college year, and a student representative who shall be a full-time student, chosen by the student association of the College prior to October 15 of each regular college year. The review committee shall choose its own chairman and shall meet at the call of the chairman when the need for such meeting arises.

3. The duration of each appointment to the review committee shall be for a period of two calendar years beginning on the 15th day of October of the year of appointment; provided that, of the initial appointees to the review committee, one faculty appointee shall be chosen for a one year term.

   If a vacancy exists upon the review committee prior to the expiration of any such appointment, an administrative or faculty member, as appropriate, shall be chosen pursuant to Section 2 of this rule to fill the unexpired term of the absent member of such review committee.

B. Duties of Review Committees.

1. The review committee shall be required to conduct an evaluation of each full-time probationary faculty appointee assigned to the review committee by the President and render the following reports to the probationary faculty appointee and through the President to the appointing authority at the following times during the regular college year:

   a. A written evaluation of each full-time probationary faculty appointee's performance and the subsequent submission of such written evaluation of the performance directed to the said probationer and President on December 20 and March 15 of each regular college year that said probationer is not a tenured faculty appointee. The review committee which renders such written evaluation of the appointee's performance shall obtain such appointee's written acknowledgment of receipt of the written performance evaluation each time such evaluation is rendered.

b. A written recommendation concerning the employment or non-employment of each full-time probationary faculty appointee for the ensuing regular college year directed to the appointing authority through the President prior to February 15 of each regular college year.

c. A written recommendation directed through the President to the appointing authority recommending the appointing authority award or not award tenure, such written recommendations to be submitted at times deemed appropriate by the review committee; provided, that during such full-time probationary faculty appointee's third regular college year of appointment, the review committee shall, prior to March 15 of such regular college year, make such a recommendation as to the award or non-award of tenure. The failure of the review committee to make the written recommendation as to the award or non-award of tenure by March 15 of the regular college year for each full-time probationary faculty appointee who is then serving his third consecutive year of full-time appointment shall be deemed a recommendation that tenure not be awarded to such appointee.

2. The appointing authority shall only be required to give reasonable consideration to an award of tenure recommendation of the review committee but shall not be required to give any consideration to the review committee recommendation required by Paragraph (1)(b) of this rule.

C. Evaluation of the Probationer. If the probationer disagrees with the tenure review committee's recommendation, he shall be given an opportunity to challenge it before the College President.

D. Final Action on Tenure.

1. The final decision to award or withhold tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the tenure review committee and reasonable consideration to the recommendation of the College President. Any recommendations of the tenure review committee and the President shall be advisory only and not binding upon the Board of Trustees.

2. If the probationer is not to be retained, he must be informed.

3. If the probationer is dismissed prior to the expiration of his contract, his case shall be considered by the dismissal review committee in accordance with the laws of the State of Washington and the dismissal policy of the District.

Section 4. Basis for Dismissal. A tenured academic employee shall not be dismissed or RIFed from his appointment except for sufficient cause, nor shall an academic employee who holds a probationary faculty appointment be dismissed or RIFed prior to the dates established in the written terms of his appointment except for sufficient cause.

Section 5. Procedure for Dismissal.

A. A dismissal review committee created for the express purpose of hearing dismissal cases shall be established and shall be comprised of the following members:

1. The President shall select one member and an alternate;
2. Three academic employees and three alternates shall be chosen by the Association by a district-wide election;
3. The ASCBC shall choose a student representative and an alternate;
4. The dismissal review committee will select one of its members to serve as chairman.

B. Charges. Before any official action is taken relating to a dismissal or reduction-in-force of a tenured faculty member, the faculty member shall receive (1) oral or written notice of the charges, (2) an explanation of the evidence supporting the charges, and (3) an opportunity either in person or in writing to present reasons why the proposed action should not be taken.

C. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing. The notice shall include:

1. the grounds for dismissal in reasonable particularity;
2. a statement of the legal authority and jurisdiction under which the hearing is to be held;
3. a reference to any particular statutes or rules involved.

The president shall call into action the dismissal review committee and deliver the above statement to the members of the dismissal review committee, if the academic employee requests a hearing.

D. After receiving the president's recommendation for dismissal, the affected academic employee may request a hearing within the following ten (10) days. If the president does not receive this request within ten (10) days, the academic employee's right to a hearing will be deemed waived.

E. If the president receives a request for a hearing, the dismissal review committee shall be alerted that the dismissal procedures are to be implemented.

F. The Board shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing, giving the employee no less than ten(10) days' notice of such hearing and informing, in writing, the employee, the president and the dismissal review committee, of time, date and place of such hearing.

G. The dismissal review committee shall:

1. Hear testimony from all interested parties, including but not limited to other academic employees and students and receive any evidence offered by same;

2. Afford the academic employee whose case is being heard the right of cross-examination and the opportunity to defend himself and be accompanied by legal counsel;

3. Allow the college administration to be represented by an assistant attorney general.

H. In the presence of the dismissal review committee, the hearing examiner shall:

1. Preside over the hearing.

2. Conduct the hearing with all due speed until the hearing is terminated.

3. Hear testimony from all individuals called by the president, the academic employees, the dismissal review committee or the hearing examiner and receive any evidence offered by same.

4. Afford the academic employee whose case is being heard the right of cross-examination, the opportunity to defend himself, and to be accompanied by legal counsel.

5. Allow the college administration to be represented by an assistant attorney general.

6. Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearing.

7. Meet and confer with the members of the dismissal review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations.

8. Appoint a reporter who shall operate at the direction of the hearing examiner and shall record all testimony, receive all documents and other evidence introduced during the course of hearings and record any other matters related to the hearing as directed by the hearing examiner.

9. Prepare proposed findings of fact and conclusions for review by the appointing authority and a record which shall include:

   a. all pleadings, motions and rulings;

   b. all evidence received or considered;

   c. a statement of any matters officially noticed;

   d. all questions and offers of proof, objections and rulings thereon;

   e. proposed findings and exceptions;

   f. a copy of the recommendations of the dismissal review committee.

10. In the event of a reduction in faculty, the hearing examiner shall consolidate all matters into a single hearing. In the event of reduction in faculty pursuant to RCW 28B.50.873, statutory provisions shall take precedence over any terms of this Contract.

I. A copy of the above shall be transcribed and furnished upon request to the academic employee whose case is being heard.

J. The hearing shall be closed. However, interested parties, including but not limited to academic employees and students, will be given an opportunity to present evidence.

K. The dismissal review committee will arrive at its recommendations in conference on the basis of the hearing. Before doing so, it shall give the academic employee or his counsel(s) and the representative designated by the president of the college, the opportunity to argue orally before it. If written briefs would be helpful, the dismissal review committee or hearing officer may request them. The dismissal review committee may proceed to a recommendation promptly or await the availability of a transcript if making a fair recommendation would be aided thereby. Within fifteen (15) college calendar days of the conclusion of the hearing, the president of the college, the academic employee and the Board will be presented with recommendations of both the dismissal review committee and the hearing officer in writing and given a copy of the record of the hearing.

L. The Board shall meet within a reasonable time subsequent to its receipt of the dismissal review committee and hearing officer recommendations to consider those recommendations. The Board shall afford the parties the right to oral and written argument with respect to whether they will dismiss the academic employee involved. The Board may hold such other proceedings as they deem advisable before reaching their decision. A record of the proceedings at the Board level shall be made and the final decision shall be based only upon the record made before the Board and the dismissal review committee, including the briefs and oral arguments. The decision to dismiss or not to dismiss shall rest with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the dismissal review committee. The recommendations of the dismissal review committee and the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board. The Board shall within fifteen (15) days following the conclusion of their review, notify the charged academic employee in writing of its final decision.

M. Suspension of the academic employee by the president during the administrative proceedings involving him (prior to the final decision of the Board) is justified if immediate harm to himself or others is threatened by his continuance. Any such suspension shall be with pay.

N. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the academic employee, the dismissal review committee or administrative officers of the Board until all administrative proceedings and appeals have been completed.

O. Any dismissed academic employee shall have the right to appeal the final decision of the Board within thirty (30) days of the receipt of the notice of dismissal. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section 6. Reductions In Force.

A. This procedure is intended to provide an orderly method by which the number of faculty can be laid off under circumstances delineated in this Section. Sufficient cause for reduction-in-force shall mean either of the following:

1. Elimination or reduction of financing or elimination or reduction of program(s), or

2. State Board for Community College Education declaration of financial emergency pursuant to laws of 1981, ch. 13, para. 1 under the following conditions:

    a. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or

    b. Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

B. Reduction-in-Force Units.

1. The following District layoff units are hereby established:

Accounting
Adult Basic Education
Agriculture-Business
Agriculture-Chemistry
Agriculture-Technology
Art
Autobody Technology
Automotive Technology
Biology
Business Law
Carpentry Technology
Chemistry, Advanced
Chemistry, Basic
Computer Science
Counseling
Criminal Justice
Diesel & Heavy Equipment
Early Childhood Education
Economics
Electronics
Engineering Technology
English
English-as-a-Second Language
Fashion Merchandising
French
GED
Gen Engineering/Drafting
German
Health
History
Instrumentation & Controls
Interior Design
Library
Machine Technology
Mathematics
Music
Nuclear Technology
Nursing
Physics
Physical Education
Political Science
Psychology
Sales & Marketing
Secretarial Technology
Sociology
Spanish
Speech/Drama
Welding Technology

Additional RIF units may be created in accordance with program additions or by mutual agreement between the District and the Association.

2. The Dean of Instruction or the Dean of Students shall annually assign each full-time academic employee to the appropriate unit, ranked in accordance with the seniority procedures defined herein. A faculty member may qualify to be placed in a second unit based on the following criteria:

   a. The employee possesses a Bachelor's degree or equivalent (45 quarter credits) in the discipline, or

   b. The employee has taught representative courses in the additional unit within the last three (3) academic years, or

   c. The employee has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or

   d. The employee has sufficient qualifications for vocational certification in the unit.

These lists shall be published and distributed to academic employees on or before October 1 of each year. Any dispute(s) regarding reduction in force unit assignment shall be consolidated by the Association President and submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration shall be borne equally by the Association and the District.

C. Implementation of Reduction-in-Force.

1. If the President determines that reductions in staff are or will be necessary in the near future, he will give notice of the potential reductions to the Association. The Association will then have the right to meet with the President who shall explain the need for such reductions in faculty. The Association may review budgetary considerations relating to a reduction in faculty. The President shall present and explain the major criteria to be used to identify those to be laid off. If any courses currently in the curriculum are expected to be eliminated, he shall identify those courses and explain why they are to be eliminated.

2. If the number of academic employees is to be reduced, the President shall decide in the case of each affected unit what course offerings, programs and/or other services are most necessary.

   In making decisions on reductions, the President shall consider the following factors:

   a. All offerings in each affected unit and the need for the offerings to meet degree and transfer requirements.

   b. The goals and objectives of Columbia Basin College.

   c. Information concerning academic employee vacancies occurring through retirement, resignation, sabbatical, and leave of absence.

   d. The enrollment and the trends in enrollment and their effect upon each unit.

3. Order of RIF. Once the President determines the number of academic employees to be reduced in each unit, the President shall observe the following order of reduction:

   First - Full-time probationary employees in order of least seniority.

   Second - Full-time tenured employees in order of least seniority.

   The above order and/or application of seniority may be interrupted in the event that:

   a. Strict adherence to it would result in no qualified individual being available to fully perform the duties of remaining courses or support services.

b. Strict adherence would result in a regression in the Affirmative Action commitments of the District.

c. A faculty member shall have the right to bump an employee in another unit only if the junior employee is actually performing full-time services in that unit.

D. Procedure. In the event the President or Board of Trustees determines a RIF is necessary, the provisions of Article IV shall be followed consistent with the following conditions:

1. If any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be utilized.

2. In the case of a RIF for the reasons set forth in Section 1 above, the statement required by Article IV, Section 5, C, shall clearly indicate that separation is not due to the job performance of the academic employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for RIF as one or both of the conditions set forth in Section 1 above. The notice must also indicate the effective date of separation from service.

3. In the case of a RIF for reasons set forth in Section 1, B above, at the time of an academic employee's request for formal hearing, said employee may ask for participation in the selection of the hearing officer, as provided by RCW 238B.50.873, provided that where there is more than one academic employee affected by the Board of Trustees' RIF, such academic employees must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the District and the Association or academic employee(s) requesting the hearing.

4. The responsibilities of the hearing officer shall be completed within ten (10) calendar days in the case of RIF for the reasons set forth above.

5. The responsibilities of the Dismissal Review Committee shall be completed within seven (7) calendar days in the case of a RIF for the reasons set forth above.

6. The hearing officer shall consolidate individual RIF hearings into a single hearing. The only issue to be determined shall be whether the particular academic employee(s) advised of severance is the proper one to be terminated.

7. In the case of a RIF for reasons set forth in Section 1,B above, failure to request a hearing within ten (10) calendar days after issuance of the notice shall cause separation from service on the effective date stated in the notice, regardless of the duration of any

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individual contract. In the case of a RIF for reasons set forth in Section 1, B above, the formal hearing shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the RIF has been issued to the affected academic employee(s).

8. Except in instances covered by D, 7 above, the effective date of the reduction-in-force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

E. Seniority.

1. Seniority shall be determined by establishing the date of the signing of the first full-time contract for the most recent period of continuous full-time professional service for the District which shall include leaves of absence, sabbatical leaves, and periods of layoffs. (This shall include professional services for the Pasco School District prior to July 1 1967 if assigned to the District.) The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional services, seniority shall be determined in the following order:

   a. First date of the signature of a letter of intent to accept employment,

   b. First date of application for employment.

2. In the case of an academic employee moving to an administrative position, seniority shall remain at the same level as when the academic employee moved to an administrative post. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when he/she moved to the administrative post.

F. Recall Rights.

1. Faculty members who have been separated from service as a result of this reduction in force procedure shall have the right to be recalled consistent with the provisions specified below.

2. Recall list(s) shall be created and maintained by the College for each affected reduction-in-force unit. The names of each affected faculty member shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.

3. Recall shall be in reverse order or reduction-in-force by reduction-in-force unit(s) to a faculty position, either newly created or a vacant full-time position.

4. The right of recall shall extent two (2) full academic years after the effective date of reduction-in-force.

5. Each riffed faculty member shall keep the college personnel office informed of any change in address.

6. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable reduction-in-force unit recall list(s) to accept the vacancies.

7. A riffed faculty member shall have fifteen (15) calendar days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.

8. A riffed faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the personnel office. An individual on recall may change her/his designation of reduction-in-force unit(s) during the first week of October of each year pursuant to the procedures in 6, B above.

9. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status, the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

10. Upon recall, faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which had been accrued to the date of reduction-in-force.

11. The college shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

G. A faculty member notified of reduction-in-force who chooses not to have a formal hearing as defined herein shall be guaranteed fifty (50) contractual days or pay in lieu thereof commencing at the day notification was received from the President.

H. Upon the request of an academic employee laid off for reasons of this procedure, the President shall write a letter stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

ARTICLE V - LEAVES

Section 1. Applications and Accounting for Absence and Benefits, Obligations and Reimbursement. All applications and accounting for absences will be the mutual responsibility of the individual employee and administration, the processing of which will follow administrative channels to ensure maximum accountability and accurate personal record keeping.

This general policy shall apply to all leaves of absence for periods of one day or more. In no instance shall a leave of absence be granted for a period in excess of one calendar year, except for military service during a period of national emergency. Leave of absence for a period of less than one day shall be granted at the discretion of the President or his designee.

Application for leave of absence shall be made on an appropriate form provided by the College. Applications shall require approval one week in advance of the anticipated absence. Exceptions to this requirement shall be absences which are impossible to anticipate such as bereavement, personal illness, injury or emergency. In such cases, the employee shall notify the appropriate supervisor at least one hour prior to his or her first working assignment.

All employee benefits shall continue during the period of leave except as specifically restricted by regulations implementing this policy.

The College shall reimburse employees on leave of absence for all travel and related living expenses only when such travel and expenses are at the convenience of the College and approved by the President.

Section 2. Types of Leave.

A. Illness, Injury, Bereavement and Emergency Leave. On the first day of each contracted year of three quarters of employment, each full-time employee shall be granted twelve (12) days of leave to be used for illness, injury, bereavement or emergency with the employee or employee's family.

Unused leave days shall be accumulated from year to year.
If requested, a physician's written statement must be filed with the personnel office verifying illness for all sick leaves in excess of five (5) consecutive working days or in instances where abuse is reasonably suspected.

Such leave accumulated by an employee at any community college district within the State of Washington shall be transferred to Columbia Basin Community College upon employment at the College. Leave accumulated by educational employees who were employees of Pasco School District No. 1 prior to July 1, 1967, and are now employees of District No. 19 shall remain in effect.

The District will provide each employee annually with an accounting of their accumulated illness, injury, bereavement or emergency leave and all transactions concerning these leave days.

The following special provisions shall apply regarding leaves taken under this section:

1. Maternity leave shall be granted for the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth. Accrued sick leave may be used during the temporary disability resulting from pregnancy. Sick leave may be utilized up to a maximum of thirty (30) days or longer if verified with a physician's statement. The remaining time up to an aggregate of one hundred eighty (180) days shall be considered leave without pay. Whenever possible, the employee shall attempt to return at the beginning of a quarter.

2. A bereavement leave, not to exceed five (5) days with pay, will be allowed all academic employees for each death in the immediate family. "Immediate family" means the mother, mother substitute, mother-in-law, father, father substitute, father-in-law, son-in-law, daughter-in-law, grandchildren, spouse, son, daughter, brother or sister of the employee, or any relative living in the same house as the employee.

3. An emergency is defined as a situation which is beyond the employee's control which causes and/or requires the employee to be absent from work.

4. Sick Leave Cash-Out. Employees may cash in unused sick leave above an accumulation of sixty (60) days from the previous year's accumulation, at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the academic year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at the rate of one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

   At the time of separation from college employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the employee for each four (4) days' accrued sick leave for illness or injury. Eligibility requirements for retirement buy-out shall be as follows:

   a. 30 years of service, or
   b. 60 years of age and 5 years' service, or
   c. 55 years of age and 25 years' service.

B. Jury Duty/Subpoena Leave. Leave with pay may be granted when an employee is summoned to appear in court as a witness in any action in which they are not directly involved. A faculty member who is called for jury duty may do so without loss of pay. The College shall guarantee the salary difference between the juror's pay and that which would be received.

C. Professional Leave for Meetings and Conferences. Professional leave with pay is neither accumulative nor deductible from other leaves to which the educational employee is entitled. It may be granted for, but is not limited to, the following purposes:

1. To attend meetings of professional organizations. Educational employees may be granted short-term leave (not to exceed ten (10) days per academic year) to attend state and national meetings of their professional organizations if they serve as officers, members of committees or if they are representatives of their local unit at such meetings. Arrangements shall be made with the appropriate Dean at least two (2) weeks prior to the meeting, or as soon as possible if the educational employee has less than two (2) weeks' notice.

2. To attend academic or occupational meetings. Educational employees shall be encouraged to attend state and national meetings or conferences of their academic disciplines or occupational specialties. Arrangements shall be made with the appropriate Dean at least two (2) weeks prior to the meeting, or as soon as possible, if the educational employee has less than two weeks' notice. The College may pay expenses for such meetings or conferences to the extent authorized by law and/or state regulations and budgetary considerations. When a substitute cannot be obtained or other activity arranged, the class may be cancelled upon approval of the Division Chairman.

D. Leave of Absence. A leave of absence up to one (1) year without pay subject to renewal by written request to the Board may be granted to educational employees by the Board upon recommendation of the President.

Educational employees of the College shall have completed two (2) years of teaching in the District to be eligible. Leave of absence may be granted for:

1. Service in the Peace Corps, VISTA, National Teacher Corps, as an exchange teacher, an overseas teacher, or as a Fulbright Scholar.
2. Study in an accredited college or university.
3. Participation in a related discipline and/or occupation.
4. Service in the military when required by law.
5. Recovery from illness or for poor health.
6. Special cases as approved by the Board.

Such leaves as defined above, when granted, shall state the provisions for re-employment. An employee who has been granted leave of absence shall be entitled to a position as determined by the College in the year following the leave year provided that the employee shall give written notification to the College president of his intent to return to employment within the College no later than April 15 of the year in which he will return.

If layoff becomes necessary, employees on leave of absence will be treated in the same manner as if they were presently employed.

Accumulated sick leave and experience credit toward Educational Leave shall be restored to the employee upon his return to the College.

All requests for leave or renewal of leave and all grants of leave shall be made in writing to the Board.

The employee shall be entitled to continue the state group insurance program for up to one year as long as the employee pays the full premium cost and such procedure is allowed by the underwriter.

E. Military Leaves. Pursuant to State statutes, an employee who leaves a position in the school system to serve in the armed forces upon being honorably released from active duty shall resume the contract status held prior to entering the military service, subject to passing a medical examination certifying that the individual is competent to perform the functions of said contract.

F. Other Leaves. Any day on which an academic employee, while absent, is engaged in an activity under the direction of the Board of Trustees shall not be regarded as an absence provided such business has been cleared through the President's Office. For example:

1. Visitation to other schools;
2. Speaking engagements involving education;
3. Research or preparation involved in presenting professional projects;
4. Instructionally related field trips;
5. College related activity supervision.

G. Professional Development Leave. The purpose of a professional leave shall be to improve the professional skills of the faculty member through study, research and creative work.

The Institution will receive direct benefit of such an experience through the increased effectiveness of the persons participating in a professional development leave program.

Selection for professional development leave shall be based on the worthiness of the project or plan as submitted by the faculty member. It is intended that the institution conduct a rigorous and thorough selection procedure in awarding the professional development leave.

Projects or plans should be evaluated according to their value to the Institution, based on the following criteria:

1. Value of project or plan in relationship to teaching responsibilities.
2. Ability of applicant to achieve goals of project or plan as based on past experience and academic background.
3. Need for new or additional knowledge in subject field to be studied.
4. Quality of replacement personnel designated to take the responsibility of the applicant.
5. Evidence of support (in the form of recommendations and/or financial) from other institutions, foundations or persons concerned with the proposed plan or project.

All other criteria, rules and regulations governing educational leave shall be in conformity with the professional leave guidelines as developed in WAC 132S-30-084. A committee of three administrators appointed by the President and three academic employees appointed by the Association shall make recommendations to the President, Board of Trustees, and Association by December 1, 1987.

H. Personal Leaves. A personal leave is considered a leave of absence from duty by an employee of the college, for which written request has been made and formal approval granted by the president.

All personal leaves of absence are without pay with the exception of: (a) personal catastrophe, and (b) personal business, both of which shall not exceed three days per year, nonaccumulative.

Leave under (b), personal business, shall require approval in advance and shall be taken only on professional (nonteaching) days.

I. Political Leave. Upon written request to the Board, all academic employees may be granted political leave in accordance with the following provisions:

1. With two weeks' notice, an academic employee who is a candidate for a political office may be granted leave of absence not to exceed ten (10) days without pay for the purpose of campaigning for such office.
2. The Board may extend to an academic employee who is elected to a political office a leave of absence without pay to perform all the official responsibilities and duties of the office.

3. At the conclusion of his political leave, the academic employee shall be returned to his/her same position.

4. An academic employee elected to public office or appointed position may be granted leave to attend occasional functions required of the office and/or position. Such leave shall be with full pay less any reimbursement from the elected position.

ARTICLE VI - PART-TIME ACADEMIC EMPLOYEES

Section 1. Fringe Benefits. Part-time employees shall receive health insurance benefits in accordance with SEIB rules and regulations. Half-time for such purposes shall mean fifteen (15) contracted hours per week.

Section 2. Personnel Files. Part-time academic employees shall have all rights pertaining to personnel files, as defined in this Contract.

Section 3. Letters of Appointment.

A. All part-time and temporary educational employees will be issued Teaching Assignment Forms and employed by an employment contract both of which shall stipulate the course(s) to be taught, the number of sessions to be held, the total hours to be completed, their placement on the salary schedule, the individual's gross salary, the method of payment, and the duration of the employment Contract.

B. All Teaching Assignment Forms and Employment Contracts that are issued shall be consistent with the terms and provisions of this Contract and this Contract shall be controlling should there be any inconsistencies.

Section 4. Salary Payment.

A. All part-time and temporary educational employees shall be paid by one of the following methods:

1. Payment as per state mandated lag.

2. Payment on the last working day of the quarter, provided payment shall be made prior to the termination date of the Employment Contract.

B. The salaries of all part-time and temporary educational employees shall be computed by multiplying the monthly or quarterly contact hours by the extra-contractual hourly rate established on the negotiated salary schedule; or pro rata of the full-time salary as per the salary schedule, if the College requires responsibility similar to that of a full-time employee; e.g., office hours, regular faculty meetings, etc. Computation of the pro rata daily rate shall be based on the full-time base salary of the individual academic employee. Part-time assignments shall be in the proportional rate their classroom assignment bears to a normal work load in his discipline, division, or department.

ARTICLE VII - COMPENSATION

Section 1. Full-Time Academic Employees.

A. Salary Schedule

1.

Step	Effective Fall Quarter 1987, Monthly Salary Rate
1	$2324
2	2422
3	2523
4	2622
5	2722
6	2820
7	2921
8	3021
9	3120
10	3220
11	3321
12	3419

2. Effective March 1, 1988, the salary schedule shall be increased on a percentage basis utilizing funds allocated for such purposes less the amount required to satisfy C, 1, b below.

3. Effective January 1, 1989, the salary schedule shall be increased on a percentage basis utilizing funds allocated for full-time faculty for such purposes less the amount required to satisfy G, 2 below.

B. New hires may be placed at any of the first three steps. With justification, an additional two steps may be used.

C. 1. a. Academic employees returning for the 1987-88 academic year shall be placed at the same step placement which they held during the 1986-87 academic year. Such implementation shall include professional improvement credits which were honored effective Fall Quarter, 1986, and placing academic employees who were "off step" on the appropriate step.

b. Academic employees who otherwise would have qualified for PIC advancement effective Fall Quarter, 1987, under previous salary administration procedures of the District shall have such advancement honored effective March 1, 1988.

c. It is agreed that the implementation of (a) and (b) above constitutes satisfactory resolution of any claims by the Association regarding salary schedule movement prior to Fall Quarter, 1987.

2. Beginning Fall Quarter, 1987, advancement shall be given to continuing full-time academic employees who have earned a minimum of fifteen (15) professional improvement credit (PIC) as defined in E and F below for each step advancement. If more than fifteen (15) PIC are earned in any given year, the PIC over the 15 unit block used shall carry forward for use in ensuing year(s), within constraints indicated in 3 below.

3. Any credits earned more than seven (7) years prior to the beginning of the current academic contract year shall expire in value and application toward salary schedule step advancement.

4. A member of the PIC committee will be selected by the bargaining unit to represent the faculty.

5. All salary increases, including step advances shall be contingent upon funding by the Legislature of the State of Washington. Increases described herein contemplate funding and authorization by the Legislature and are subject to subsequent modification thereto.

D. Criteria Approval of Professional Improvement Credits. Professional employees are encouraged to update their knowledge and skills, both as generalists and specialists. Therefore, the activity undertaken should be relevant to the following criteria:

1. The employee's job description or academic assignment;

2. The course content of a current or proposed course to be instructed;

3. Effectiveness or innovation in teaching, counseling or serving the College community;

4. Potential or actual student interest in the activity or subject;

5. Increased potential for instructional delivery, informational delivery, or counseling technique.

E. Traditional Professional Improvement Credits. Academic quarter credits earned at accredited four-year institutions, in subjects related to the employee's teaching assignments. These must be approved by the Dean or his designee in advance of the start of classes or programs.

F. Non-Traditional Professional Improvement Credits.

1. Must be approved by the Dean or his designee in advance of the anticipated activity in order to be credited toward advancement.

2. Credits may be earned as follows:

   a. Community College credits may provide up to ten (10) credits toward each step advancement. Credits must be earned in a field associated with one's instructional assignment, or lead toward a degree, as filed in advance with the Dean.

   b. Field or work experience wherein a maximum of one (1) credit would be authorized for each full five days of experience, to a maximum of ten (10) credits per academic year.

   c. Travel as approved in advance, in which .2 credits may be gained for each day up to a maximum of five (5) credits in any one year. Travel must be related to one's teaching assignment.

   d. Independent research and development beyond the normal contractual expectations of the academic employee.

   e. Conferences and seminars on non-contract days in which a maximum of .5 credits may be earned for each day of participation up to a maximum of five (5) credits in any one year.

   f. Five credits for each year of full-time service beginning with the 1987-88 academic year.

G. Implementation.

1. Professional improvement credits shall accrue to the academic employee at the time the official transcript or other documentation is received. A record of such credits shall be placed in the academic employee's file. Once each block of fifteen (15) credits is applied to the salary schedule for advancement purposes, that block of credit can no longer be used for salary purposes for the ensuing academic year.

2. Programs which receive approval prior to July 1, 1988, and documentation by September 15, 1988, count toward salary schedule advancement effective January 1, 1989 with the exception noted in C, 3 above.

3. All credits earned during an approved sabbatical leave shall not be eligible toward PICs described in C, 2 above.

Section 2. Extra-Contractual Salaries.

A. Compensation for extended day, summer school, and substitute teaching shall be at an hourly rate per contact hour.

	Effective Fall Qtr '87	Effective 1/1/89
Classes coded 90 or below	$16.92	$17.43
Laboratory classes	21.16	21.79
Lecture classes (part-time employees)	23.27	23.97

B. Counselor, librarians, and four quarter program academic employees shall receive pro rata pay if the College requires responsibility similar to that of the regular academic year.

Section 3. Supplemental Activities (Annual Assignments).

	Effective Fall Qtr '87
Athletics	
Baseball, head coach	$4,231
Baseball, assistant coach	2,645
Basketball, head coach	4,231
Basketball, assistant coach	2,645
Volleyball, head coach	4,231
Volleyball, assistant coach	2,645
Golf Coach	3,173
Tennis coach	3,173
Music	
Instrumental	4,231
Vocal	4,231
Drama Coach	2,645
Coordinator	3,173

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Definitions.

A. Grievant shall mean an academic employee or group of academic employees or the Association filing a grievance.

B. A grievance shall be a written statement by a grievant that a disagreement exists over the interpretation or application of an express term or terms of the Contract between the Association and the Board.

C. Days shall mean academic employee working days.

Section 2. Individual Rights. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Contract. A grievant may be represented at all stages of the grievance procedure by himself or, at his option, by the Association.

Section 3. Procedure.

Step One - Within fifteen (15) days following the time when the Grievant knows or could reasonably have known of the act or condition which is the basis of the grievance, the Grievant may file a written grievance with his Dean with a copy to the President of the College. Grievances filed in the name of the Association may be initiated at Step Two of this Grievance Procedure, as set forth below.

The Dean and the Grievant shall meet within five (5) days following receipt of the grievance in an attempt to reach a satisfactory resolution of the grievance. If no satisfactory resolution is reached, the Grievant may, within three (3) days of the meeting, appeal to Step Two by written notification to the College President.

Step Two - Following receipt of the appeal to Step Two by the President, the Grievant and his representative shall meet within ten (10) days to attempt a mutually satisfactory resolution of the grievance. The President or his designee shall render his decision in writing to the Grievant within five (5) days of this meeting. If there should be no satisfactory resolution of the grievance, the Grievant shall, within five (5) days of the decision, file a written appeal to Step Three with the Secretary of the Board.

Step Three - The Secretary of the Board shall schedule the grievance appeal to Step Three with the Board within fifteen (15) days after receipt, if possible; but in any event, no later than the next regularly scheduled Board meeting. The Grievant and his representative may present their case to the Board. The Board shall have ten (10) days to issue a written decision.

If no settlement is reached at Step Three, the Association may, in its sole discretion within ten (10) working days after the date of the Step Three answer, give written notice to the Secretary of the Board that the grievance is being submitted to arbitration. The demand for arbitration shall be within twenty (20) working days of the Step Three answer.

Step Four - The parties shall select an arbitrator whose decision shall be final and binding. A list of five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service or the American Arbitration Association. Within ten (10) days of receipt of the lists, the arbitrator shall be selected from a list of eligible candidates by a representative of the Board and the Grievant alternately striking names until only one (1) name remains. Representatives of the Board and the Grievant shall present their cases to the arbitrator thirty (30) days after the arbitrator has been selected. The arbitrator shall make a decision in writing not more than fifteen (15) days following the date the case was presented to him.

The arbitrator shall have no power or authority to rule on any issue not specifically before him. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Contract, nor shall he decide any subject not expressly contemplated by the terms of this Contract. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. To the extent any arbitrator's decision exceeds the limitations of his authority, it shall be null and void.

Upon request of either party, the merits of a grievance and the procedural/substantive arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award. It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

Cost. Expenses of the arbitration shall be borne equally by the Board and the Association, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room. All preparation and presentation costs of the parties shall be borne by the party incurring them. The parties scheduled for participation in a grievance meeting between the parties or an arbitration hearing shall be released from their work assignment with no loss of pay.

ARTICLE IX - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Contract and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Contract.

ARTICLE X - DURATION

This Contract shall remain in full force and effect upon execution to and including June 30, 1989. The Association reserves the right to re-open Article VII, Compensation, in the event the Legislature provides funds for such purpose not already contemplated by this Agreement. The Association reserves the right to re-open for negotiation the issue of agency shop at any time upon showing a petition that such action is supported by at least 2/3 of the full-time employees in the bargaining unit. Negotiations for a successor contract shall commence no later than April 1, 1989. The terms of this Contract may be extended upon written mutual agreement of the parties.

This Agreement is entered into on this 14 day of Sept., 1987, by:

Representative, CBC
Board of Trustees

Gary Olson
Representative, CBC AHE

9-14-87
date

9/14/87
date

Contract
between the
Board of Trustees of Community College
District No. 20
and the
Walla Walla Community College
Association for Higher Education
1985-87

agr

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Contract between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education

1985-87

Preamble

This Contract is made and entered into by and between the Board of Trustees of Community College District No. 20, hereinafter called the "Employer" or "District," and the Walla Walla Community College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association." The terms "District" and "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

Article I—Administration

Section 1. Recognition. The Employer recognizes the Association as the bargaining representative for all Academic employees employed by the District for the purposes of exercising all rights accorded the Association by State Law and the terms and conditions of this Contract.

"Academic employee," hereinafter referred to as "employees," shall mean any instructor, counselor or librarian employed by the District.

The following administrative or exempt positions are hereby excluded from the bargaining unit:

- President
- Dean of Instruction
- Business Manager
- Director of Occupational Education
- Registrar/Director of Admissions
- Director of Continuing Education
- WSP Coordinators
- Director of Library Services
- Student Activities Coordinator
- Continuing Education Nursing Coordinator
- Administrative Assistant to President/ Personnel Director
- Dean of Student Services
- Director of Plant Facilities
- Director of Student Development Center
- Clarkston Branch Coordinator
- Academic Education/MIS Coordinator
- Developmental Education Coordinator
- Administrative Assistant to Business Manager
- Public Information Officer
- Institutional Development Officer

In the event additional administrative or exempt positions are created by the Employer during the duration of this Contract, such classifications which are substantially similar to those above shall also be exempt from such recognition or inclusion.

Excluded from the bargaining unit are all employees of the District who do not meet the definition of "academic employee" as defined herein. Should a question arise whether an exempt position is included or excluded from the bargaining unit, the Board or its designee shall meet with the Association and attempt to resolve the difference. Appeal may be taken by either party pursuant to the Public Employment Relations Commission rules.

Section 2. Status of the Contract.

A. This Contract shall supersede any rules, regulations, policy, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms to the extent that it is contrary to or inconsistent.

B. All items agreed upon during negotiations and reduced to writing are final and binding on both parties for the duration of this Contract and may be modified during the life of this Contract, only by mutual consent of both parties. Requests to negotiate additional terms to this Contract during its duration shall also require mutual agreement. Existing policies, rules, regulations, procedures or practices not in conflict with this Contract may remain in full force and effect at the discretion of the Board.

C. Unless specifically stated, nothing in this Contract shall be interpreted or applied to reduce current individual salary rates. Changes in policies or conditions which are negotiable under RCW 28B.52.030, but are not a part of this Contract, may be adopted by the Board provided the Association is notified of the proposed changes. The Association shall be notified in writing of the proposed changes at least 10 days prior to first-reading.

D. Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall include both the masculine and the feminine.

Section 3. Conformity to Law. Any provision of this Contract which may be adjudged by a court of competent jurisdiction to be in conflict with any Federal law or State law or regulation of the Washington State Board present or subsequent shall become inoperative to the extent or duration of such conflict. Since it is not the intent of either party here to violate such laws, it is agreed in the event of a conflict between any provisions of this Contract and such Federal or State law or regulation of the Washington State Board the remainder of this Contract shall remain in full force and effect. The parties agree to meet for the purpose of negotiating substitute provisions within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

Section 4. Distribution of the Contract. Within thirty (30) days following ratification of this Contract, the District shall print and distribute to all contracted full-time and part-time employees copies of the complete Contract. Full-time employees new to the District shall be provided a copy of the Contract by the District upon issuance of their individual contract and such Contract shall be available to all applicants for all full-time and part-time academic employee positions. The Association agrees to contribute one-half (½) the cost of materials and supplies utilized in printing and distributing the Contract.

Section 5. Contracting Out. The Board will bargain with the Association concerning the effects of any proposed subcontracting of work customarily performed by academic employees.

Article II—Management & Association Rights

Section 1. Management Rights. All management and decision-making responsibility for the District is vested exclusively with the Employer. The management and decision-making rights shall be limited only by the express terms of this Contract. All matters not specifically and expressly covered by the language of this Contract may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

Section 2. Association Rights.

A. Any representative of the Association who is mutually scheduled by the parties to participate during instruction or non-instruction periods in Employer/employee conferences shall suffer no loss of pay.

B. The Employer shall furnish the Association, upon request, information required to perform its representation functions. Special requests for information, in addition to those items indicated above, shall be furnished to the Association in accordance with the adopted Board policy on dissemination of public information.

C. Association meetings or Association committee meetings when scheduled shall not interrupt classroom assignments or scheduled office hours for those individuals involved. General membership meetings of the Association shall be scheduled through Plant Facilities and follow the regulations and procedures for use of campus facilities and equipment. No charge shall be made for the Association's use of district rooms.

D. The Association and its affiliates shall have the right to post notices of their activities and matters of Association concerns on college bulletin boards. The Association and its affiliates shall have the right to use the internal college mail service and employee mailboxes for communication with academic employees.

E. The Association shall receive within the first month of each academic year the names, home addresses, telephone numbers (if public information), and assigned work locations of all members of the bargaining unit.

F. Association representatives shall have reasonable access during normal college hours to all buildings in which members of the bargaining unit work, provided that such access does not disrupt the learning process and advanced notification is given to the office of the President.

G. Release time will be provided the Association President and/or Association representative(s) to conduct Association business if prior approval is received from the President or his designee.

Section 3. Payroll Deductions.

A. **Membership Dues.**

1. The Association and its affiliates have the right of automatic payroll deduction of membership dues, assessments and fees for academic employees.
2. The Association shall provide an automatic payroll authorization form to each academic employee. Employees shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the academic year. Once an academic employee has signed the automatic payroll authorization, dues deduction shall be continuous thereafter from year to year unless revoked in accordance with sub-paragraph (4) of this Section.
3. The Association shall submit the automatic payroll authorization to the business office for processing. A table of prorated annual dues, assessments and fees shall be supplied to the business office by the Association to determine monthly dues deduction.
4. The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of dues deduction until the end of the dues period on June 30 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made by an academic employee in writing to the Association with a copy to the business office between the beginning of the academic year and October 1 and shall become effective at that time.
5. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

B. **Other Deduction.** The District shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for all voluntary deductions approved by the State Board and the District Board of Trustees. Termination of deductions shall not occur without a ten (10) day prior notification to the employee.

Article III—Personnel

Section 1. Employee Rights.

A. **Individual Rights.** Academic employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of academic employees due to race, creed, color, marital status, sex, age, national origin, political activity or lack thereof.

Nothing herein shall be construed to deny or restrict to any academic employee such rights as he/she may have under State or Federal laws or other applicable laws and regulations.

B. **Safe Working Conditions.** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being or the health, safety or well-being of students as determined by Washington State Industrial Safety and Health Act. Both parties agree to abide by the terms of the Washington Industrial Safety and Health Act.

C. **Right to Due Process.** No employee shall be reprimanded, disciplined or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the employee. An employee shall have the right to have one Association representative of his/her choice present at any meeting wherein the employee believes he/she may be reprimanded, disciplined or denied rights available under this Contract. Nothing herein shall be construed to preclude the Dean or other appropriate administrative person from attempting to resolve problems with an employee in confidence.

Matters relating to tenure, dismissal and layoff shall be covered in Articles V, VI and VII respectively and such instances shall not be covered by this subsection.

D. **Right to Join and Support the Association.** The Employer will not interfere with the legal right of faculty employees to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

Section 2 Copyrights and Patents.

A. The ownership of any materials, processes or inventions developed solely by an employee's individual effort, research and expense shall vest in the employee and be copyrighted or patented, if at all, in his/her name.

B. The ownership of materials, processes or inventions produced solely for the District and at District expense shall vest in the District and be copyrighted or patented, if at all, in its name.

C. In those instances where materials, processes or inventions are produced by an employee with District support by way of use of significant personnel, time, facilities or other District resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the District.

Section 3. Academic Employee Protection.

A. Any academic employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall immediately notify the appropriate administrator. The administrator shall notify the President of the incident and take immediate steps in cooperation with the employee to provide every reasonable means of protection.

B. Legal Protection

The Board agrees to save employees harmless and defend from any financial loss including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employees within or without the District, provided such employee, at the time of the act or omission complained of, was acting within the scope of his employment or under the direction of the Board, as provided below.

1. As provided for in RCW 28B.10.184 whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an employee arising out of the performance or failure of performance of duties for the College, within or without the District facilities, the Board of Trustees shall grant a request by an employee that the Attorney General be authorized to defend such action, claim, demand, suit, criminal proceeding, and the cost of defense of such action shall be paid from the appropriation made for the support of the District provided that the Board has made a finding and determination by resolution that the employee was acting in good faith. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.
2. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim, or proceeding shall be paid from the State's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

C. The Employer shall adopt policies, rules and procedures as it may deem appropriate to correct safety and health hazards and deficiencies relating to District property, activities and operations.

D. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of employment, the employee may utilize his/her sick leave to compensate for the difference in the amount of state compensation for his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his/her total salary. All benefits such as retirement, social security, sick leave and salary placement shall be maintained by the District.

Section 4. Evaluation. All employees shall be evaluated by the appropriate administrator at least once a contract year utilizing the evaluation instrument in Appendix A. Each employee shall conference with his/her evaluator during which time the conditions of the evaluation since the preceding evaluation shall be recorded in written form for the employee's personnel file, and a duplicate copy given and signed by both parties. The signature of the employee does not in any manner signify agreement or waiver of any rights or courses of remedy.

Section 5. Professional Meetings. The Dean of Instruction may approve participation with pay to employees to attend conferences, workshops, and conventions if such meetings are for curriculum and/or improvement of instruction. Personal and transportation expenses incurred by the attendance of such meeting will be reimbursed, as prior approved, upon submission of an itemized voucher of expenses.

If budget considerations do not allow an employee to attend a meeting as outlined above, the employee may request permission to attend and assume that portion of the costs not approved for reimbursement by the District. Employees shall submit a written report of such meetings.

Section 6. Personnel Files. Employees shall have the right to inspect all contents of their personnel files kept by the college. Each employee shall have the right, upon request, to review the contents of their personnel file. A copy of any material to be placed in an employee's personnel file shall be given to the employee at the time.

The employee shall have the right to attach a full and complete rebuttal statement to any derogatory material placed in his/her file. Material may be expunged from the file upon mutual agreement of the employee and the appropriate dean. Nothing herein shall preclude the District from maintaining payroll and related administrative records outside of an individual employee's personnel file.

Article IV—Workload

Section 1. The annual contract for full-time employees shall be 176 days. The Association shall be notified of the annual academic calendar prior to the final adoption of the calendar by the Board of Trustees.

Section 2. Employee work assignments, including time and locations, shall be the responsibility of the Dean of Instruction or his designee; provided, however, reassignment to Washington State Penitentiary shall be on a voluntary basis.

Section 3. The on-campus requirement for instructional and counseling employees shall be thirty-five (35) hours per week. The on-campus requirement for library employees shall be forty (40) hours per week.

Section 4. Full-time teaching loads for instructional employees shall be as follows:

Mode of Instruction	Contact Hours per Week
1. General lecture	15
2. Lecture/lab (e.g., Science, P.E., Drama, Art, Office Occupations)	20
3. Shops (assumes at least one (1) lecture hour per day)	30
4. Special programs, non-traditional, clinical and labs (e.g., AVT, Learning Skills Center, Math Lab, etc.)	35

In implementing the above, the following conditions shall apply:

A. An employee in two or more modes of instruction will have workload calculated on percent of load for each mode of instruction.

B. Loads shall be compiled on an annual basis. No quarterly assignment shall exceed the established normal weekly contact hours by more than five (5) weekly contact hours without agreement of the employee. The annual load shall be three (3) times the weekly contact hours.

C. Exceptions can be made to the twenty (20) contact hour requirement for the lecture/lab where configuration of 3, 4, and 5 credit assignments result in less than twenty (20) contact hours per week.

D. Full-day assignments in excess of the annual contract shall be compensated at the daily rate; overload, moonlight, and part-time teaching will be compensated at the hourly rate.

E. Employees in modes 1 & 2 shall post and maintain at least one (1) office hour per day. Office hours shall be assumed as part of the load in modes 3 & 4.

F. Assignments may be distributed between day and evening classes if a full load cannot be arranged during the day or if the employee prefers an evening assignment. In any event, a split assignment involving morning, afternoon and evening classes will be avoided without the consent of the employee.

Section 5. Work Schedule. If scheduled classes do not have sufficient enrollment to warrant continuation, the class will be cancelled and the employee will be assigned to another class(es) tentatively scheduled to be taught by an hourly employee. Evening classes will be assigned to fill a full-time employee's schedule only when no hourly-instructed day classes exist. Counselors and librarians will be assigned day-evening assignments when the appropriate dean deems such assignment advisable to better serve students. If other teaching or non-teaching instructional assignments are not available, the instructor's salary will be reduced to reflect the reduction in workload.

Instructors employed at Washington State Penitentiary shall not be assigned non-educational responsibilities.

Section 6. Faculty Authority. A faculty member at Washington State Penitentiary shall have authority to remove or deny admittance of any student who is deemed to be a threat to the safety of the faculty member and/or students. Such requirement shall be in accordance with the Agreement between the College and the Department of Corrections.

Section 7. Syllabi Requirements. Each employee shall develop a written syllabus for each course taught. Each syllabus shall be updated annually by the end of the second week of each fall quarter. The syllabus should have sufficient clarity and depth to permit a substitute instructor to easily assume classroom responsibility if required to do so.

Section 8. Off-Campus Assignments. All employees assigned to off-campus locations (employees supervising co-op programs, Small Business Management, etc.) shall file with their supervisor a weekly work plan. Employees shall keep their supervisors informed of their itinerary so they can be contacted as needed.

Section 9. Travel. Employees shall be reimbursed for travel expenses upon prior approval of the Dean of Instruction and submission of a report regarding the meeting attended. Reimbursement shall be in accordance with applicable statutory requirements. Employees assigned at more than one location within the district shall be reimbursed for mileage between work sites which exceed commute distance to the primary work site.

Section 10. Multiple Sections of Courses. All courses with multiple sections (i.e., English Composition 101, 102, Psychology 101) will have common performance standards and all instructors will coordinate textbook selection with their supervisor.

Section 11. Professional Development. Each full-time employee will develop and implement an educational program to remain current in his/her teaching specialty and to improve preparation, organization, and presentation. The Professional Development Plan will include at least fifteen (15) quarter hours or equivalent over a five-year (5) period. This program may include course work, work in industry or other non-traditional experiences, and must receive prior approval from the supervisor. Professional Improvement Units earned on the employee's time with related costs paid for by the instructor shall be allowable for salary advancement. All units earned during regular working hours and/or paid for by the college may be allowable for salary advancement purposes for employees assigned four (4) quarters in a year. For employees assigned less than four quarters, units earned during regular working hours and/or paid for by the college may be allowable for salary advancement if prior approval is received from the Dean of Instruction. The District shall make every effort to offer a three (3) credit course each year. The primary purpose of the Professional Development Committee is to develop a Professional Development Program designed to assist instructors in improving their educational competence. Specific duties of the committee are outlined in Section 5.05.00 of the Faculty Handbook. One important function is to recommend policies and procedures for the Professional Development Program to the President and subject to approval of the Association. The committee is composed of three (3) faculty members selected by the Association, a student selected by the Associated Student Body, Dean of Instruction, Academic Coordinator, and Vocational Director.

Section 12. Class Audit and Enrollment. Any employee may attend classes on a credit or audit basis at Walla Walla Community College without payment of tuition or operating service and activity fees except a five dollar ($5) registration fee. Such enrollment, not to exceed one (1) per quarter taken during the employee's regular work day, shall be approved by the appropriate dean.

Section 13. Insurance Plans and Related Benefits.

A. The Employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each eligible employee. Employees shall have the opportunity to self-pay such contributions during official leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the employee. Such premiums shall be paid during summer months for full-time employees who are returning to work for the subsequent academic year.

B. The Employer shall make available retirement options as provided by statute.

C. The Employer will provide, as provided by law, Washington State Unemployment benefits.

Section 14. Individual Contracts.

A. The Employer shall provide such contracts to each full-time employee prior to the end of Spring Quarter of the preceding academic year. Personnel employed in programs contingent upon contracted funds shall be given a letter of intent relative to continuation of the program in lieu of a contract. In such cases personnel contracts must be issued by June 30. Certified mail shall be used in instances where an employee is on leave at the time contracts are issued provided the employee has left a forwarding address prior to commencement of leave.

B. Each full-time employee who intends to return to employment in his/her respective appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than fourteen (14) days after its issuance. Failure to return a contract on a timely basis shall mean such individual employee does not intend to return to their faculty appointment and no longer desires to be employed by the District.

Section 15. Payment.

A. Salary payment shall occur within the contract year as selected from options available to the employee. (see Appendix B). Overload or moonlight pay shall be by separate check.

B. Checks shall be issued to the employee semimonthly (regular pay) or by the last college business day of each month (overload or moonlight) or as directed by the legislature or Governor.

Article V—Tenure

Section 1. A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: RCW 28B.50.850; 28B.50.851; 28B.50.852; 28B.50.855; 28B.50.856; 28B.50.857; 28B.50.860; 28B.50.867; 28B.50.869; and 28B.50.870.

Section 2. In administering the provision of Section 1 above, the following conditions shall apply:

A. **Composition of Review Committee**

1. One (1) review committee shall be established and shall include both the transfer division and occupation division. At least two (2) committee members shall be chosen from the transfer division and at least two (2) committee members from the occupation division.
2. The review committee shall be composed of seven (7) persons, four (4) of whom shall consist of tenured faculty appointees, chosen by the faculty, acting in a body, prior to October 15 of each regular college year; and additionally the review committee shall consist of one (1) student selected by the Student Council of the Associated Student Body prior to October 15 of each regular college year; and two (2) administrative appointees chosen by the President prior to October 15 of each regular college year. The review committee shall choose its own chairperson and such review committee shall meet at the call of the chairperson when the need for such meeting arises.
3. The duration of each faculty appointment and each administrative appointment to the review committee shall be for a period of two (2) calendar years beginning on the 15th day of October of the year of appointment; the student appointment shall be for a period of one (1) calendar year, beginning on the 15th day of October of the year of appointment.

   If a vacancy exists upon any review committee prior to the expiration of any such appointment, an administrative, faculty or student member as appropriate shall be appointed pursuant to Article V Sec. 2A (2) on page 10 to fill the unexpired term of the absent member of such review committee.

B. **Duties of Review Committee.**

1. The President shall on the 15th day of October of each regular college year assign each full-time probationary faculty appointee to the review committee for such committee's evaluation and required recommendations.

2. The review committee shall establish and publish in the faculty handbook its method of evaluating performance of each full-time probationary faculty appointee in considering whether the probationary appointee possesses personal characteristics and the necessary professional competence to be granted tenure, placing primary importance upon the probationer's effectiveness in his/her appointment.

3. The review committee shall consider the following standards in the course of evaluating the effectiveness of each full-time probationer's effectiveness in his/her appointment:

   a. Initial employment is the first favorable indication that the probationer should be permanently employed.

   b. The probationer's instructional skills.

   c. The probationer's relationship with students.

   d. The probationer's relationship with the academic employees.

   e. The probationer's relationship with the administration.

   f. The probationer's knowledge of the subject matter he/she is charged with teaching.

   g. Any other relevant information which the probationary employee deems appropriate may be presented.

C. **Required Review Committee Action.**

1. The review committee shall be required to conduct an evaluation of each full-time probationary faculty appointee assigned to the committee by the President and render the following reports to the President, the probationary faculty appointee and through the President to the appointing authority at the following times during the regular college year:

   a. A written evaluation of each full-time probationary faculty appointee's performance and the subsequent submission of such written evaluation of the performance directed to the said probationer and the President on December 20 and again at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees of each regular college year that said probationer is not a tenured faculty appointee. The review committee shall obtain such appointee's written acknowledgment of receipt of the written performance evaluation each time such evaluation is rendered.

   b. A written recommendation concerning the employment or non-employment for each full-time probationary faculty appointee for the ensuing regular college year directed to the appointing authority through the President at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees.

   c. A written recommendation directed through the President to the appointing authority recommending the appointing authority award or not award tenure, such written recommendations to be submitted at times deemed appropriate by the review committee; provided, that during such full-time probationary faculty appointee's third (3rd) regular college year of appointment, the review committee shall, at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees of such regular college year, make such a recommendation as to the award or non-award of tenure. If the review committee does not make the written recommendation as to the award or non-award of tenure by at least one week prior to the regularly scheduled February meeting of the College's Board of Trustees of the regular college year for each full-time probationary faculty appointee who is then serving his/her third (3rd) consecutive year of full-time appointment, it shall be deemed as recommendation that tenure not be awarded to such appointee.

2. The appointing authority shall only be required to give reasonable consideration to an award of tenure recommendation of the review committee but shall not be bound by such recommendation provided reasonable consideration to such recommendation resulting from (1) (b) has been given.

D. The regular college year in all instances shall be deemed to begin with the first (1st) Fall Quarter regardless of the quarter in which the probationer begins employment.

Section 3. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts of probationary employees shall not be subject to the grievance procedure of this Agreement.

Article VI—Dismissal

Section 1. Sufficient Cause. Tenured employees shall not be dismissed or laid off except for sufficient cause nor shall a probationary employee be dismissed or laid off prior to the written terms of an appointment except for sufficient cause.

Sufficient cause for dismissal shall include, but not be limited to, the following enumerated grounds:

A. Aiding and abetting or participating in:
   1. Any unlawful act of violence.
   2. Any unlawful act resulting in destruction of Community College property.
   3. Any unlawful interference with the orderly conduct of the educational process.

B. Incompetency.

C. Failure to perform an assignment as specified by contract.

D. Lay-off or reduction-in-force.

Section 2. Dismissal Review Committee. A Dismissal Review Committee comprised for the express purpose of hearing dismissal cases shall be formulated by October 15 and shall be comprised of the following members:

A. An administrator chosen by the College President.

B. Three (3) employees chosen by the employees acting in a body; provided that the initial Dismissal Review Committee employees shall serve a one-year (1), two-year (2), and three-year (3) term, respectively. All subsequent elections to this committee by employees shall be limited to an election of a member to a three-year (3) term so that all future elections of an employee to this committee shall be accomplished on a staggered-term basis.

C. A full-time student chosen by the Associated Student Body.

Section 3. Charges.

A. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing after not less than ten (10) days' written notice. The written notice shall include:
   1. A statement of the time, place, and nature of the proceeding;
   2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
   3. A reference to the particular rules of the District involved;
   4. A statement of the charges and allegations.

   Copies of such notice will go to the appropriate Dean, the Chairperson of the Dismissal Review Committee, and the President of the Association.

Section 4. Hearing Procedure for Dismissal.

A. The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the President of the college within seven (7) days, the President will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

Furthermore, a timely written request for a hearing within the above ten-day (10) period is deemed jurisdictional.

B. Such formal hearing shall be held in accordance with, and in full compliance with, RCW 28B.19.120; 28B.19.130, and 28B.19.140. Provided, however, implementation of RCW 28B.19.120 shall always involve a hearing officer appointed by the District.

C. Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington Attorney General's Office or an employee or Board of Trustees member of any Washington community college. The Association shall be consulted prior to the appointment of the hearing officer but final selection shall rest with the Board.

D. Consideration by the Dismissal Review Committee.

1. The designated hearing officer shall conduct a formal hearing pursuant to RCW 28B.19.120, 130 and 140 as now or hereafter amended. The Dismissal Review Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.
2. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.
3. The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously transmit a recommendation to the Board of Trustees.
4. The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.

E. Consistent with RCW 28B.50.864, appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with RCW 28B.19.150 and shall not be grievable under the terms of this Contract. Provided, however, upon written mutual agreement of the employee and the District (which includes a waiver either may have to statutory rights) binding arbitration may be utilized in lieu of the procedure outlined in B, C, and D herein. Such agreement must be reached prior to the implementation of D (1) above.

Article VII—Reduction-in-Force

Section 1. Termination of Faculty Appointments. The appointing authority shall be deemed to have the authority to terminate the contract of any tenured employee or probationary employee because of Reduction-in-Force. Sufficient cause for Reduction-in-Force shall mean either of the following:

1. Elimination or reduction of financing or the elimination or reduction of program.
2. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, Chapter 13, Section 1 under the following conditions:
    a. reduction of allotments by the governor pursuant to RCW 43.88.110(2), or
    b. reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this Reduction-in-Force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 2. Lay-Off Units.

A. The District Lay-Off Units, each of which may consist of one (1) or more programs, for the purpose of Reduction-in-Force, will be:

Main Campus

1. Anatomy & Physiology
2. Anthropology & Archaeology
3. Art
4. Astronomy
5. Biology
6. Chemistry
7. Criminal Justice
8. Drama & Speech
9. Economics
10. Health & Physical Education
11. History
12. Humanities (HUM. courses)
13. Language/Literature
14. Math
15. Philosophy
16. Physics
17. Political Science
18. Psychology
19. Recreation
20. Sociology
21. Developmental Education
22. Nursing Program
23. Business and Mid-Management
24. Office Occupations
25. Small Business Management
26. Adult Farm Management
27. Production Agriculture
28. Farrier
29. Irrigation Technology
30. Agricultural Mechanics
31. Agri-Business
32. Civil Engineering Technology
33. Auto Mechanics
34. Auto Body Repair
35. Machine Shop Technology
36. Industrial Maintenance Technology
37. Welding
38. Carpentry
39. Cosmetology
40. Family & Consumer Studies
41. Counseling
42. Library
43. Respiratory Therapy

Washington State Penitentiary

44. Auto Body
45. Welding
46. Upholstery
47. Custodial Services
48. Barbering
49. Auto Mechanics
50. Drafting/Engineering Technology
51. General Maintenance Technology
52. Academic/General Education
53. Developmental Education
54. Business and Commerce
55. Counseling

Clarkston

56. Family and Consumer Studies
57. Nursing (Health Occupations)
58. Business and Commerce

The District reserves the right to add layoff units in accordance with program adoption with the mutual agreement of the Association.

B. Full-time employees shall be assigned to one (1) lay-off unit. Assignments to lay-off units shall be published by November 1 of each year. Disputes regarding such lay-off assignments shall be resolved through initiation of a grievance at Step Two and expedited arbitration if required.

C. A second lay-off unit assignment shall be allowed upon request of employee and with President's approval, provided:

1. The employee has taught courses or worked in another lay-off unit for District 20 within the past three years; or
2. He/she has a Bachelor's Degree preparation in the area or equivalent (45 quarter credits), or
3. He/she has a minimum of 4 years' work experience in the field of the lay-off unit.

Section 3. Seniority.

A. **Definition.** Seniority shall be based on the number of years of employment beginning with the date of the signing of the first (1st) full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leave of absence, sabbaticals, and faculty members employed by the District prior to July 1967. The person with the highest number of qualifying years shall be the most senior; in the case of ties, seniority shall be determined in the following order:

1. First (1st) date of the signature of a letter of intent to accept employment or first (1st) date of signature of an Employment Contract, whichever is earlier.
2. First (1st) date of application for employment.

B. **Faculty/Administrative Appointment.** In the event non-bargaining unit members assume bargaining unit status, continuous service with the District shall be included in making the appropriate seniority determination required in A above. An exception is that tenured faculty who assume administrative exempt appointments subsequent to the approval of this contract will not be entitled to count years of administrative experience when determining seniority.

Section 4. Implementation of Reduction-in-Force.

A. **Order of Reduction.** If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority.

Prior to the laying off of any academic employee within an affected unit, the following actions will first be taken, provided there are qualified academic employees to perform and fulfill the requirements of the academic employee position vacated by the below-mentioned resignation, retirement or leave of absence:

1. Normal academic employee resignations in same unit will not be replaced.
2. Voluntary academic employee retirements from same unit will not be replaced.
3. Normal and regular academic employee leaves from same unit will not be replaced for the duration of the time that such leave is applicable.
4. Vacant positions within the same lay-off unit will be filled from within.

B. **Notification of Lay-Off.** When the President determines that a Reduction-in-Force is necessary and has selected the affected employees to be reduced, the initial step shall be for the President to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding for purposes of RCW 28.B.19. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc. Subsequent steps in the procedure for Reduction-in-Force are specified in Article VI, Section 3, Hearing Procedure for Dismissal.

In the event that the Reduction-in-Force is because of financial emergency pursuant to Section 1 (2) above, the following conditions shall apply:

1. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, the notice shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Section 1 (2) above. The notice must also indicate the effective date of separation from service.
2. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, at the time of a faculty member's or members' request for formal hearing said faculty member's or members' may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, That where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force such faculty members requesting

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hearing must act collectively in making such request: PROVIDED FURTHER, That costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

3. In the case of reduction-in-force for reasons set forth in Section 1 (2) above, the hearing shall be consolidated; only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
4. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued; (b) the only issue to be determine shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further tenure review committee action.
5. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Section 1 (2) above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

Section 5. Appeal Rights.

A. An employee, upon receipt of the President's letter of intent to recommend lay-off, shall be afforded appeal rights defined in Article VI, Section 3; provided, however, that if any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected and provided further that arguments in the formal hearing process shall be limited to data and reasons for the selection of the individual selected for lay-off.

B. All matters regarding Reduction-in-Force shall be consolidated into a single Dismissal Review Committee hearing.

C. Except in extraordinary circumstances, the effective date of the Reduction-in-Force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

Section 6. Recall Rights.

Employees who have been laid off as a result of this Article shall have the right to be recalled. Recall shall be in reverse order of lay-off by lay-off unit to an employee position, either a newly-created or vacant full-time position, provided the employee is qualified to perform the needed duties of such position. The period of recall shall extend three years after the effective date of lay-off.

Section 7. Special Provisions.

A. Upon the request of a faculty member laid off for reasons of this Article; the College President shall write a letter to other institutions of the Northwest stating: (1) the reason of said lay-off; (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.

B. Upon mutual agreement between the faculty member and the District, appeal rights outlined in this Agreement may be waived in favor of final and binding arbitration, pursuant to Article VI, Section 3E.

C. Except as specifically stated herein, the grievance procedure of this Contract shall not be applicable to this Article.

D. In the event an employee does not exercise appeal rights in Article VI, Section 3, such employee shall be guaranteed a cashout payment equivalent to fifty (50) contract days of pay. If a faculty member is recalled for the subsequent quarter, this guaranteed cashout payment will be forfeited.

E. Annually contracted employees upon recall shall retain all previously accrued benefits such as sick leave. No District benefits shall accrue or be granted to an individual while on lay-off status. Benefits may be transferred and/or self-paid to the extent permitted by law.

Article VIII—Academic Freedom and Participation by Faculty in College Governance

Section 1. Academic Freedom. Each employee is entitled to freedom in the classroom in the discussion and presentation of the subject he teaches.

Section 2. Participation in College Governance. The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many of the decisions which the Employer must make from time to time. It is agreed that procedures shall be maintained which allow appropriate input of the considered judgment of the faculty. An Association representative will sit on the College Council or its equivalent.

Article IX—Part-Time Faculty

Section 1. Fringe Benefits. Part-time employees shall receive health insurance benefits in accordance with SEIB rules and regulations. Half-time for such purposes shall mean one half of the established contract hours plus office hours as defined herein.

Section 2. Personnel Files. Part-time academic employees shall have all rights pertaining to personnel files as defined in this Contract.

Section 3. Letters of Appointment.

A. All part-time and temporary educational employees will be issued Teaching Assignments Forms and employed by an Employment Contract both of which shall stipulate the course(s) to be taught, the number of sessions to be held, the total hours to be completed, their placement on the salary schedule, the individual's gross salary, the method of payment, and the duration of the Employment Contract.

B. All Teaching Assignment Forms and Employment Contracts that are issued shall be consistent with the terms and provisions of this Contract and this Contract shall be controlling should there be any inconsistencies.

Section 4. Salary Payment. All part-time and temporary education employees shall be paid by one (1) of the following methods:

A. Payment on the last working day of the month or as determined by the legislature or Governor.

B. Contracted employees with additional assignments will receive a separate payment via supplemental payroll.

Section 5. In instances where the District requires a part-time instructional employee to perform responsibilities similar to a full-time employee, e.g. office hours, faculty meetings, etc., compensation shall be based upon full-time salary schedule prorated to reflect percentage of load. In all other instances, compensation shall be based upon the part-time hourly rate.

Section 6. Part-time contracted employees compensated on the full-time schedule shall receive illness, injury, emergency and bereavement leave on a pro rata basis. Such leave shall be non-compensable for sick leave buyout purposes.

Article X—Leaves

Section 1. Application and Accounting for Absence and Benefits, Obligations and Reimbursement. All applications and accounting for absences will be the mutual responsibility of the individual employee and the administration, the processing of which will follow administrative channels to ensure maximum accountability and accurate personal record keeping.

This section shall apply to all leaves of absence. In no instance shall a leave of absence be granted for a period in excess of one (1) calendar year, except for military service during a period of national emergency. Leave of absence for a period of less than one (1) day may be taken by employees in hourly increments.

Applications for leave of absence shall be made on an appropriate form provided by the District. Applications shall require approval one (1) week in advance of the anticipated absence. Exceptions to this requirement shall be absences which are impossible to anticipate such as bereavement, personal illness, injury or emergency. In such cases, the employee shall notify the appropriate supervisor at least one (1) hour prior to his/her first (1st) working assignment.

All employee benefits shall continue during the period of any paid leave.

Section 2. Leaves.

A. **Leave for Illness, Injury, Bereavement and Emergencies**

1. **Definition.** Hereinafter, for purposes of discussion and common terminology, leave of illness, injury, bereavement and emergencies will be referred to as "sick leave."
2. **Accrual.** For academic employees under contract to be employed, or otherwise employed, for at least three quarters, twelve (12) days per year, commencing with the first (1st) day on which work is to be performed.
3. **Accumulation.** Such unused entitlement will be accumulated after the first three-quarter period of employment and after each subsequent three-quarter period of employment.
4. **Prior Accumulation.** Sick leave heretofore accumulated shall be retained and added to each preceding year's accumulation.
5. **Transferability.** Sick leave accumulated under this section shall be transferred from one (1) community college district or community college to another, to the State Board for Community College Education, the Superintendent of Public Instruction, to any educational service district, to any school district, or to any other institution of higher learning of the state.
6. **Reinstatement.** Leave accumulated by an employee in the District prior to leaving the District may, under this Contract, be granted to such person when he/she returns to the employment of the District.
7. **Use of Sick Leave.** Sick leave may be used by an employee up to the amount of the combined annual accrual and total accumulation under the following conditions:
   a. Because of and during illness or injury which has incapacitated the employee from performing his/her duties.

   b. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

   c. Up to five (5) days for bereavement or because of emergencies due to serious illness or death in the immediate family that require the assistance of the employee in circumstances arising from the care of the patient or arrangements for the deceased, per occurrence. Immediate family shall be defined as follows: Spouse, child, stepchild, grandchild or foster child, grandparent, parent, brother, sister, niece, nephew, aunt or uncle of employee, and in-laws of employee limited to spouse of child, spouse's grandparent, parent, brother, and sister or other relatives residing in the employee's household.

   Other perceived emergencies or leave in excess of (5) days shall be taken as leave without pay.

d. For the purposes of medical, dental or optical appointments if arranged in advance with the appropriate dean.

e. For temporary disability resulting from pregnancy.

8. **Reporting.** Employees shall report illness or disability to the division coordinator or his/her immediate supervisor at the beginning of any period of annual leave, and daily thereafter unless prearranged. Upon returning to work, the employee may be required by the division coordinator or the immediate supervisor to submit a written statement explaining the nature of the disability. A physician's certificate of illness or injury satisfactory to the employing official or his/her designee may be required for approval of sick leave in excess of three (3) days.

9. **Sick Leave Remuneration.** (Compensable Sick Leave)

   a. **Accrual.** Compensable sick leave shall accumulate according to state policy.

   b. **Remuneration.** Pursuant to applicable statute, eligible employees may elect to receive monetary compensation for annually accrued compensable sick leave as follows:

      1. In January of the year following any year in which a minimum of sixty (60) days of compensable sick leave is accrued, and each January thereafter, any eligible employee may elect to receive remuneration for unused compensable sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accumulated compensable sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from sick leave accruals at the rate of four (4) days for every one (1) day's monetary compensation.

         Monetary compensation for up to twelve (12) days of compensable sick leave shall be paid at the rate of one (1) day of compensation for four (4) days of compensable sick leave and shall be based upon the employee's then current average daily salary for eligible employees contracted for a specified number of days.

      2. At the time of separation from state service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of all accrued compensable sick leave.

         For the purpose of this subsection, retirement shall not include "vested out-of-service" employees who leave funds on deposit with the retirement system.

   c. **Use of Sick Leave.** The first twelve (12) days, or any part thereof, of sick leave used in any calendar year will be deducted from the sick leave compensation account credit for that year, and the balance of any sick leave taken in excess of the annual compensable days shall be deducted from remaining sick leave credited to the employee, first from the non-compensable amount and the remaining from the prior years' compensable accumulation.

   d. **Exclusions.**

      1. Compensation for unused sick leave shall not be included for the purpose of computing retirement allowances under any public retirement system of the State of Washington; therefore, no contributions are to be made to the retirement system for payments.

      2. An employee who separates from Community College District No. 20 for any other reason than retirement or death shall not be paid for accrued sick leave.

      3. Should the legislature of the State of Washington revoke any benefits granted under Chapter 150, laws of 1979 and RCW 41.04.030, together with any amendments thereto, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

B. **Jury Duty Leave.** Leave of absence for jury duty, to serve as a witness at trials, or to exercise other civil duties may be granted an employee. In such cases, a salary adjustment shall be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so that there is neither a financial gain nor loss to the employee.

C. **Government Service Leave.** Leaves of absence will be granted to employees for military purposes and for service in such federally sponsored organizations as the Peace Corps and VISTA. Applicable benefits under this Agreement will accrue to leaves granted for such purposes, provided that the person granted such leave will indicate his/her desire to return to his/her institution within ninety (90) days of his/her severance from the above service.

D. **Accident Leave.** Employees suffering illness or injury which is compensable under industrial insurance provisions, shall receive full sick leave payments, less any industrial insurance payments received by the employee in compensation for the time loss resulting from the period of leave, unless he/she chooses to receive only industrial insurance payments.

Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the agency may pay full sick leave, provided that the employee shall return any subsequent overpayment to his/her agency.

Sick leave days charged to an employee with a worker's compensation claim shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.

An employee who sustains an industrial injury, accident or illness, arising from employment by an agency under the jurisdiction of this board, shall upon written request and proof of continuing disability be granted leave of absence without pay for up to six (6) months without loss of lay-off seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of lay-off seniority or change in annual increment date may be granted at the option of the employing agency.

E. **Maternity Leave.** A woman requesting maternity leave shall be granted leave for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Accrued and accumulated sick leave may be used during the temporary disability resulting from pregnancy.

F. **Leave of Absence.** Leave of absence may be granted for all or part of an instructional year to contracted employees. Such leave is without pay, but previously accrued benefits will be retained. Application for leave of absence will be made through the division coordinator and the instructional dean to the College President.

At the conclusion of such an approved leave, the District agrees to rehire the recipient and to place him/her in the same or similar position and at a salary no less than the one he received when he departed on leave, provided that the recipient has confirmed his intent to return, at least sixty (60) days prior to the expiration of his leave.

Employees who meet eligibility requirements at the time when granted an official leave of absence without pay:

1. Will retain membership in appropriate retirement programs; however, tax deferred annuities will be suspended during leave.
2. May retain college fringe benefits by paying applicable contributions in full. In such cases, employees must prepare checks payable to the carrier and submit to the Walla Walla Community College payroll office in accordance with a timetable worked out by the payroll office. Contributions will be forwarded with the district group payments. Excluded is salary continuation insurance, which will be suspended until the employee returns to the active payroll.

G. **Replacements for Personnel on Leave.** Depending on the length of the leave for an employee, it may be necessary to hire either a substitute (for periods of less than thirty (30) days) or a replacement (for periods of thirty (30) days or more). In either case, the new employee should be informed of the estimated length of his assignment and the temporary employment category; i.e. "substitute" or "replacement" in which he/she is working. In all cases, it will be understood prior to beginning of employment that a regular full-time employee will be returning to that position.

H. **Personal Leave.** One (1) day leave per year for purposes of a personal nature (two (2) days per year for Washington State Prison employees) shall be granted provided such leave is arranged in advance with the Dean of Instruction. Such leave is non-accumulative and separate from sick leave.

I. **Sabbatical Leave.**

1. **Purpose.** The purpose of sabbatical leave is to benefit the college and its students by providing academic employees with the opportunity to engage in activities leading to professional growth and revitalization. Such leave would allow eligible employees an extended period of time free from normal contractual obligations in order to pursue legitimate professional goals. This purpose is consistent with the provisions of RCW 28B.10.650 as now exist or hereafter amended and with this college's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities.
2. **Eligibility.** Sabbatical leave may be granted for one, two, or three consecutive quarters after completion of six (6) years of full-time contractual service as an academic employee of Walla Walla Community College. Employees awarded three quarters of sabbatical leave will be eligible for additional award after a second six (6) year period of full-time employment. Employees who are awarded leaves of less than three quarters retain their remaining entitlement and will qualify for additional entitlement at the rate of one quarter for each two-year period of full-time employment, not to exceed three quarters of entitlement.
3. **Approval.** All sabbatical leaves require the approval of the Board of Trustees. The number of sabbatical leaves approved by the Board shall not exceed five percent (5%) of the full-time contracted faculty, provided the number of leaves given does not exceed four percent (4%) of the full-time-equivalent faculty. The number of leaves granted shall be subject to budget restraints.
4. **Compensation.** Faculty are encouraged to seek outside funding support for their sabbaticals. Compensation from the college during sabbatical leave shall be computed on the basis of the recipient's 176-day contractual salary for the year in which the leave is taken. The following rates apply:
   a. 85% for one-quarter leave.
   b. 75% for two-quarter leave.
   c. 70% for three-quarter leave.
   Sabbatical leave salary from the college may be negotiated if outside funding plus sabbatical leave pay from the college exceed 115% of the recipient's full-time contractual salary for the period of the leave. In all cases remuneration will be in compliance with RCW 28B.10.650.
5. **Procedure.**
   a. An application for sabbatical leave, which will include reasons for requesting the leave and a detailed sabbatical leave plan must be submitted to the Professional Development Committee by January 15 of the school year prior to taking leave. The Professional Development Committee will report its recommendations to the President by March 1. The President may recommend candidates for sabbatical leave awards to the Board of Trustees after he has given reasonable considerations to the recommendations of the Professional Development Committee. The President will submit his recommendations at the Board's regular March meeting, at which time the board will taken action on those recommendations. The awarding of sabbatical leave grants are not grievable under any grievance procedures included in the contract between the faculty collective bargaining unit and the college's Board of Trustees.
   b. Sabbatical leave shall be awarded according to the following criteria:
      1. The value of the proposed activity to the enhancement of the instructional program of WWCC.
      2. The value of the proposed activity to the professional growth and development of the applicant.
      3. The past contribution of the applicant (years of service, range of service) to WWCC.
   c. Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements will be established by the Professional Development Committee.

d. In the event that the number of applicants exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should an employee not accept a sabbatical leave grant.

6. **Leave Contract.** When the Board of Trustees grants a sabbatical leave, the recipient shall sign a contract with the college specifying:

a. The length of sabbatical leave.

b. The amount of sabbatical payment.

c. A commitment to perform according to the approved sabbatical leave plan.

d. That the recipient will return to employment at the College for at least one (1) full academic year following the leave.

e. That the recipient, upon return, will submit a written report to the President summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in teaching assignments. A report of completed professional development activity must also be submitted to the Professional Development Committee.

f. Non-compliance with terms of the leave contract will be dealt with according to RCW 28B.10.650.

7. **Employee Rights.** The time spent on sabbatical leave shall be recognized as equivalent to time spent as a full-time academic employee of the college, excepting sabbatical leave entitlement.

Time lines may vary with the mutual consent of the Association and the District.

Article XI—Grievance Procedure

Section 1. A grievance is hereby defined as a complaint by employee(s) or the Association regarding the interpretation or application of the terms of this Agreement by the Employer. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, in accordance with Step One below, as long as the adjustment is not inconsistent with the terms of this Agreement. Such grievances shall be handled in the following manner:

Step One

The grievant and the Association representatives, if requested by the grievant, may orally present the alleged grievance to the appropriate dean. Resolution, if any, shall be reduced to writing and a copy forwarded to the Association and the President.

If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The appropriate dean shall be given the written and dated original grievance. The dean shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step Two

If no resolution is reached at Step One, the written grievance may be submitted to the District President or designated representative, provided it is filed with the District President or his/her designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this step. The District President or his/her designated representative shall send his/her written answer to the Association within five (5) working days. Such answer shall be deemed to be the position of the Employer.

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Step Three

If no resolution is reached at Step Two, the Association may at its sole discretion within five (5) working days after the date of the Step Two answer request by written notice to the District President that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within thirty (30) working days after the grievant becomes aware of the facts on which the grievance is based shall be waived for all purposes. Other time limits may be extended by written mutual agreement of the parties. Working day, as used in this article, shall mean any day the College is open to the public but shall exclude Saturdays, Sundays, and official holidays.

Section 3. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.

Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Article.

Section 4. Jurisdiction of the arbitrator is limited to:

A. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration.

B. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify or amend any terms or conditions of this Agreement.

C. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties.

D. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

E. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.

Section 6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the Association for information needed for processing of any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with the minimal interference with instructional duties. Employees directly participating in such hearings shall suffer no loss of pay.

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Article XII—Salary Schedule

Section 1. Full-time Salary Schedule

A. Base (1.0000) equals $18,028.

B. Effective January 1, 1985 all eligible contracted faculty shall receive compensation according to the following salary schedule to reflect work experience and approved Professional Improvement Units.

STEP	LANE 1 Less than MA & Less than 5 Yr. Voc.	LANE 2 MA or 5 Yr. -Voc.	LANE 3 MA or 5 Yr. Voc. + 15 PIUs	LANE 4 MA or 5 Yr. Voc. + 30 PIUs	LANE 5 MA or 5 Yr. Voc. + 45 PIUs	LANE 6 MA or 5 Yr. Voc. + 60 PIUs	LANE 7 Earned Doctorate
0	1.0000	1.0349	1.0698	1.1047	1.1396	1.1745	1.2094
1.	1.0317	1.0666	1.1015	1.1364	1.1713	1.2062	1.2411
2	1.0634	1.0983	1.1332	1.1681	1.2030	1.2379	1.2728
3	1.0951	1.1300	1.1649	1.1998	1.2347	1.2696	1.3095
4	1.1268	1.1617	1.1966	1.2315	1.2664	1.3013	1.3362
5	1.1585	1.1934	1.2283	1.2632	1.2981	1.3330	1.3679
6	1.1902	1.2251	1.2600	1.2949	1.3298	1.3647	1.3996
7	1.2219	1.2568	1.2917	1.3266	1.3615	1.3964	1.4313
8	1.2536	1.2885	1.3234	1.3583	1.3932	1.4281	1.4630
9	1.2853	1.3202	1.3551	1.3900	1.4249	1.4598	1.4947
10	1.3170	1.3519	1.3868	1.4217	1.4566	1.4915	1.5264
11		1.3836	1.4185	1.4534	1.4883	1.5232	1.5581
12		1.4153	1.4502	1.4851	1.5200	1.5549	1.5898
13		1.4470	1.4819	1.5168	1.5517	1.5866	1.6215
14		1.4787	1.5136	1.5485	1.5834	1.6183	1.6532
15		1.5104	1.5453	1.5802	1.6151	1.6500	1.6849

C. Effective with authorization by the State Board for Community College Education for the expenditure of the next appropriation by the Washington State Legislature for increases in faculty salaries, all eligible contracted faculty shall receive compensation according to the following salary schedule to reflect work experience and approved Professional Improvement Units.

STEP	LANE 1 Less than MA Less than 5 Yr. VC	LANE 2 MA or 5 Yr. VC	LANE 3 MA or 5 Yr. VC + 15 PIU	LANE 4 MA or 5 Yr. VC + 30 PIU	LANE 5 MA or 5 Yr. VC + 45 PIU	LANE 6 MA or 5 Yr. VC + 60 PIU	LANE 7 MA or 5 Yr. VC + 75 PIU*	LANE 8 MA or 5 Yr. VC + 90 PIU*
0	1.0000	1.0349	1.0698	1.1047	1.1396	1.1745	1.2094	1.2443
1	1.0317	1.0666	1.1015	1.1364	1.1713	1.2062	1.2411	1.2760
2	1.0634	1.0983	1.1332	1.1681	1.2030	1.2379	1.2728	1.3077
3	1.0951	1.1300	1.1649	1.1998	1.2347	1.2696	1.3095	1.3394
4	1.1268	1.1617	1.1966	1.2315	1.2664	1.3013	1.3362	1.3711
5	1.1585	1.1934	1.2283	1.2632	1.2981	1.3300	1.3679	1.4028
6	1.1902	1.2251	1.2600	1.2949	1.3298	1.3647	1.3996	1.4345
7	1.2219	1.2568	1.2917	1.3266	1.3615	1.3964	1.4313	1.4662
8	1.2536	1.2885	1.3234	1.3583	1.3932	1.4281	1.4630	1.4979
9	1.2853	1.3202	1.3551	1.3900	1.4249	1.4598	1.4947	1.5296
10	1.3170	1.3519	1.3868	1.4217	1.4566	1.4915	1.5264	1.5613
11	1.3487	1.3836	1.4185	1.4534	1.4883	1.5232	1.5581	1.5930
12	1.3804	1.4153	1.4502	1.4851	1.5200	1.5549	1.5898	1.6247
13		1.4470	1.4819	1.5168	1.5517	1.5866	1.6215	1.6564
14		1.4787	1.5136	1.5485	1.5834	1.6183	1.6532	1.6881
15			1.5453	1.5802	1.6151	1.6500	1.6849	1.7198
16					1.6468	1.6817	1.7166	1.7515

*Stipend for Earned Doctorate = .0349 of base

Section 2. New employees shall be placed on the appropriate lane and shall receive step credit on the basis of one-for-one teaching experience and two-for-one work experience. Part-time teaching experience at Walla Walla Community College and other accredited colleges and universities will be prorated for salary placement purposes. Military experience will be credited in the same manner as other experience when it is documented as being relevant to the employee's professional field. Any military service which interrupted a teaching career may be included up to a limit of four years. The Association will be informed of all new placements. In the event exceptional placements are required for competitive purposes, the Association will be consulted before a final placement decision is made.

Section 3. Advancement on the salary schedule is contingent upon receiving a satisfactory performance evaluation.

Section 4. Hourly Faculty Salary Schedule

	Rate per Hour
I. Total Lecture Course	$20.10
II. Lecture/Lab but predominantly lecture	18.65
III. Lecture/Lab but predominantly lab and systems lab supervisors	16.95
IV. Total lab or activity courses	16.10
V. Clinical courses with intermittent supervision	14.40
VI. Professional non-teaching and teacher assistant in instructional or systems labs	12.50

Section 5. Salary Increase Provisions

A. All funds appropriated by the Washington State Legislature for faculty salaries during the term of this Contract shall be applied to the salary schedule and its provisions contained in this Article. Parties shall meet within 30 days of effective date to apply such funds.

B. In the event the Washington State Legislature renews and/or enacts new legislation which allows WWCC the opportunity to improve faculty salaries from other college funds, then the parties shall commence negotiations within thirty (30) days of effective date.

Section 6. All commitments in regard to compensation and econimic fringe benefits which are required by this Agreement including the salary schedule, Section 1, are contingent upon legislative authorization.

Article XIII—Uninterrupted Instructional Activities

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Contract and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Contract.

Article XIV—Duration

This contract shall remain in full force and effect from July 1, 1985 to and including June 30, 1987. Either party may, upon written notice to the other party, give notice of its intent to negotiate salaries in accordance with **Article XII—Salary Schedule, Section 6, Salary Increase Provisions,** during each year of the Contract. All Articles and Sections of the Contract shall remain in full force and effect until the parties mutually agree to modify said Contract.

Signed this 13TH day of September, 1985 at Walla Walla, Washington.

Jonathan A Webster
For the Association

Steven VanAusdle
For the Employer

Appendix A

Walla Walla Community College
Instructor/Counselor/Librarian Performance Evaluation Report

YEAR ______________________________ DATE ____________

NAME ______________________________

SUBJECT FIELD ______________________________

RATINGS S - Satisfactory performance. The person has met the performance expectations for this standard and has contributed to the learning environment of the college.

I - Improvement required. The person has failed to meet one or more of the significant performance expectations of this standard.

N - Not observed or not applicable.

Comments on exemplary activities and/or suggestions for improvement should be made on the reverse of this form or a sheet attached to this form. *All "I" evaluations require written comments and explicit suggestions for improvement.*

EVALUATE THE PERSON IN COMPARISON WITH OTHERS:

SKILLS: Rating

1. Demonstrates competence in assigned areas .... ______
2. Gives clear explanations, assignments and directions and maintains an appropriate learning or counseling atmosphere .... ______
3. Uses planning guides and planning objectives .... ______
4. Evaluates individual student's progress regularly if appropriate, maintains appropriate records, and keeps students informed of their progress .... ______
5. Makes effective use of instructional equipment, materials, and resource personnel .... ______
6. Presentation of lecture and/or material is clear, holds the attention and interest of the group and is appropriate to the audience .... ______

RELATIONSHIP WITH STUDENTS:

1. Shows respect for, and interest in students. Is consistent and fair in dealing with students and makes provision for differences in ability among students .... ______
2. Is available to students and willing to provide individual assistance .... ______

RELATIONSHIP TO ADMINISTRATION, FACULTY AND STAFF:

1. Works harmoniously and effectively with administration, faculty and staff .... ______
2. Offers to share professional knowledge and techniques .... ______
3. Reacts positively to constructive suggestions from administration and/or faculty and staff .... ______
4. Is able to accomplish routine work in a timely manner .... ______

PROFESSIONAL CHARACTERISTICS:

1. Stays current with the field of knowledge .... ______
2. Uses professional discretion and tact in communications concerning school or staff ... ______

NARRATIVE: (to be completed for exemplary activities. Must be completed if an "I" evaluation is given)

Evaluator's Name	Evaluator's Title	Signature/Date
____________________	____________________	____________________

Employee's Comments:

This evaluation was discussed with me on the date noted above. I understand that my signature attests only that a conference was held. It does not necessarily indicate that I agree with the evaluation.

Employee's Signature ____________________________________ Date ____________________

Appendix B

Employment Condition 1. Employment is September to June.

Option 1-1. Contract is divided into twenty (20) equal amounts and paid 1/20th semimonthly, September through June.

Option 1-2. Contract is divided into twenty-four (24) equal amounts and paid 1/24th semimonthly, September through May and a balloon payment of 6/24th in June.

Employment Condition 2. Employment is July through June with a month off.

Option 2-1. The Contract is divided into twenty-four (24) equal amounts and paid semimonthly, July through June.

Employment Condition 3. Employment is mid-August to June.

Option 3-1. Semimonthly amounts encompassing August start date will be established between the employee and payroll personnel in cooperation with appropriate administrative approval.

In the event of a mid-year termination, and prior to final payment because of such termination, the appropriate dean and the Business Office will determine actual Contract days worked and compute the *earned* compensation based on the daily rate for that employee. This computed amount will be compared to actual total salary payments and an appropriate adjustment made to the final payment. If the employee has been overpaid, the overpayment amount will be reimbursed to the College by the employee.

Appendix C

4.92.130 Tortious conduct of state——Tort claims revolving fund created——Purpose. A tort claims revolving fund in the custody of the treasurer is hereby created to be used solely and exclusively for the payment of claims against the state arising out of tortious conduct and against its officers and employees for whom the defense of the claim was authorized under RCW 4.92.070. No money shall be paid from the tort claims revolving fund unless all proceeds available to the claimant from any valid and collectible liability insurance shall have been exhausted and unless:

(1) The claim shall have been reduced to final judgment in a court of competent jurisdiction; or

(2) The claim has been approved for payment in accordance with RCW 4.92.140 as herein or hereafter amended. [1975 1st ex.s. c 126 § 3; 1969 c 140§ 1; 1963 c 159 § 7.]

Severability——1969 c 140: "If any provision of this act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [1969 c 140 § 5.] This applies to RCW 4.92.130, 4.92.131, 4.92.160 and 4.92.170.

Actions against regents, trustees, etc., of institutions of higher education or educational boards, payments of obligations from fund: RCW 28B.10.842.

4.92.131 Tortious conduct of state——Funds transferred——Account abolished. All funds remaining in the tort claims account on March 25, 1969 are hereby transferred to the tort claims revolving fund, and the tort claims account created by section 7, chapter 159, Laws of 1963 and chapter 4.92 RCW is hereby abolished. [1969 c 140§ 4.]

Severability——1969 c 140: See note following RCW 4.92.130.

4.92.140 Compromise and settlement of claims by head, governing body or designee of agency or department. The head or governing body of any agency or department of state government or the designee of any such agency, with the approval of the attorney general, may consider, ascertain, adjust, determine, compromise, and settle any claim arising out of tortious conduct or under and pursuant to 42 U.S.C. Sec. 1981 et seq. for which the state of Washington or any of its officers or employees would be liable in law for money damages of ten thousand dollars or less. The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant; and upon the state of Washington, unless procured by fraud, and shall constitute a complete release of any claim against the state of Washington or its affected officer or employee. A request for administrative settlement shall not preclude a claimant from filing a court action pending administrative determination, limit the amount recoverable in such a suit, or constitute an admission against interest of either the claimant or the state. [1979 ex.s. c 144 § 1; 1975 1st ex.s. c 126 § 4; 1963 c 159 §8.]

4.92.150 Compromise and settlement of claims by attorney general. After commencement of an action in a court of competent jurisdiction upon a claim against the state, or any of its officers or employees arising out of tortious conduct or pursuant to 42 U.S.C. Sec. 1981 et seq., or upon petition by the state, the attorney general, with the approval of the court, following such testimony as the court may require, may compromise and settle the same and stipulate for judgment against the state, the affected officer or employee. [1979 ex.s. c 144 § 2; 1975 1st ex.s. c 126 § 5; 1963 c 159 § 9.]

4.92.160 Payment of claims and judgments. Payment of claims and judgments arising out of tortious conduct or pursuant to 42 U.S.C. Sec. 1981 et seq. shall not be made by any agency or department of state government with the exception of the director of financial management, and he shall authorize and direct the payment of moneys only from the tort claims revolving fund whenever:

(1) The head or governing body of any agency or department of state or the designee of any such agency certifies to him that a claim has been settled under authority of RCW 4.92.140 as herein or hereafter amended; or

(2) The clerk of court has made and forwarded a certified copy of a final judgment in a court of competent jurisdiction and the attorney general certifies that the judgment is final and was entered in an action on a claim arising out of tortious conduct or under and pursuant to 42 U.S.C. Sec. 1981 et seq. Payment of a judgment shall be made to the clerk of the court for the benefit of the judgment creditors. Upon receipt of payment, the clerk shall satisfy the

judgment against the state. [1979 ex.s. c 144 § 3; 1979 c 151 § 5; 1975 1st ex.s.c 126 § 6; 1969 c 140 § 2; 1963 c 159 § 10.]

Severability——1969 c 140: See note following RCW 4.92.130. *Duty of clerk to forward copy of judgment: RCW 4.92.040.*

4.92.170 Payments charged to agencies and departments——Apportionments——Reimbursement of tort claims revolving fund——Reports——Insurance. Liability for and payment of claims arising out of tortious conduct or under and pursuant to 42 U.S.C. Sec. 1981 et seq. is declared to be a proper charge as part of the normal cost of operating the various agencies and departments of state government whose operations and activities give rise to the liability and a lawful charge against moneys appropriated or available to such agencies and departments.

Within any agency or department the charge shall be apportioned among such appropriated and other available moneys in the same proportion that the moneys finance the activity causing liability. Whenever the operations and activities of more than one agency or department combine to give rise to a single liability, the director of financial management shall determine the comparative responsibility of each agency or department for the liability.

State agencies shall make reimbursement to the tort claims revolving fund for any payment made from it for the benefit of such agencies. The director of financial management is authorized and directed to transfer or order the transfer to the revolving fund, from moneys available or appropriated to such agencies, that sum of money which is a proper charge against them. Such amounts may be expended for the purposes for which the tort claims revolving fund was created by RCW 4.92.130 as herein or hereafter amended without further or additional appropriation: *Provided,* That in any case where reimbursement would seriously disrupt or prevent substantial performance of the operations or activities of the state agency, the director of financial management may relieve the agency of all or a portion of the obligation to make reimbursement.

The director of financial management shall report on request to the legislature on the status of the tort claims revolving fund, all payments made therefrom, all reimbursements made thereto, and the identity of agencies and departments of state government whose operations and activities give rise to liability, including those agencies and departments over which he does not have authority to revise allotments under chapter 43.88 RCW.

The director of financial management may authorize agencies, in accordance with chapter 41.05 RCW to the extent that it is applicable, to purchase insurance to protect and hold personally harmless any officer or employee of the state, or any classes of such officers or employees or for other persons performing services for the state, whether by contract or otherwise, from any action, claim, or proceeding for damages arising out of the performance of duties for, employment with, or the performance of services on behalf of the state and to hold him harmless from any expenses connected with the defense, settlement or monetary judgment from such actions.

The director of financial management shall adopt rules and regulations governing the procedures to be followed in making payment from the tort claims revolving fund, in reimbursing the revolving fund and in relieving an agency of its obligation to reimburse. [1979 c 151 § 6; 1977 ex.s c 288 § 2; 1977 c 75 § 3; 1975 1st ex.s. c 126 § 7; 1969 c 140 § 3; 1963 c 159 § 11.]

Severability——1969 c 140: See note following RCW 4.92.130.

28A.58.455 Adverse change in contract status of certified employee, including nonrenewal of contract——Hearings——Procedure. (4) In the event that an employee requests a hearing pursuant to RCW 28A.58.450 or 28A.67.070, as now or hereafter amended, a hearing officer shall be appointed in the following manner: Within ten days following the receipt of any such request the board of directors of the district or its designee and the employee shall each appoint one nominee, each of whom shall be a member in good standing of the Washington state bar association. Within five days following the appointment of such nominees they shall jointly appoint a hearing officer who shall be a member in good standing of the Washington state bar association. Should said nominees fail to agree as to who should be appointed as the hearing officer, either the board of directors or the employee, upon appropriate notice to the other party, may apply to the presiding judge of the superior court for the county in which the district is located for the appointment of such hearing officer, whereupon such presiding judge shall have the duty to appoint a hearing officer who shall be a member in good standing of the Washington state bar association and who shall, in the judgment of such presiding judge, be qualified to fairly and impartially discharge his or her duties. Nothing herein shall preclude the board of directors and the employee from stipulating as to the identity of the hearing officer in which event the foregoing procedures for the selection of the hearing officer shall be inapplicable. The district shall pay all fees and expenses of any hearing officer selected pursuant to this subsection.

28B.10.842 Actions against regents, trustees, officers, employees, or agents of institutions of higher education or educational boards——Defense——Costs——Payment of obligations from fund. Whenever any action, claim, or proceeding is instituted against any regent, trustee, officer, employee, or agent of an institution of higher education or member of the governing body, officer, employee, or agent of an educational board arising out of the performance or failure of performance of duties for, or employment with such institution or educational board, the board of regents or board of trustees of the institution or governing body of the educational board may grant a request by such person that the attorney general be authorized to defend said claim, suit, or proceeding, and the costs of defense of such action shall be paid from the appropriation made for the support of the institution or educational board to which said person is attached. If a majority of the members of a board of regents or trustees or educational board is or would be personally affected by such findings and determination, or is otherwise unable to reach any decision on the matter, the attorney general is authorized to grant a request. When a request for defense has been authorized, then any obligation for payment arising from such action, claim, or proceedings shall be paid from the tort claims revolving fund, notwithstanding the nature of the claim, pursuant to the provisions of RCW 4.92.130 through 4.92.170, as now or hereafter amended: *Provided,* That this section shall not apply unless the authorizing body has made a finding and determination by resolution that such regent, trustee, member of the educational board, officer, employee, or agent was acting in good faith. [1975 c 40 § 4; 1972 ex.s. c 23 § 2.]

Liability coverage of university personnel and students; RCW 28B.20.250 through 28B.20.555.

28B.19.110 Contested cases——Informal procedure——Formal hearing, when——Request for——Conduct. (1) The informal procedures heretofore established or hereafter promulgated by rule by institutions of higher education for the disposition of contested cases, may be utilized by institutions, where authorized by the governing boards of the institutions.

(2) Any person who is charged with an offense potentially punishable by suspension, or termination of his relationship with the institution and (a) who elects to waive the opportunity for an informal hearing, or (b) who by his conduct in the judgment of the hearing officer or board makes it impossible to conduct an informal hearing, or (c) who deems himself aggrieved by the disposition of any contested case following an informal proceeding undertaken pursuant to subsection (1) above, may have charges against him adjudicated in a formal hearing pursuant to RCW 28B.19.120: *Provided,* That any request for a formal hearing is directed to the president of the institution or his designee (i) within ten days after notification of the time and place of an informal hearing, or (ii) within five days after communication of the hearing officer or board chairman ruling that it is impossible to conduct an informal hearing for whatever reason, or (iii) within ten days after conclusion of the informal proceeding and notice of the final decision to the party charged with an offense.

(3) Formal procedures established or hereafter promulgated by rule by institutions of higher education for the disposition of contested cases may be utilized by such institutions where authorized by the governing board.

(4) Where a formal hearing is conducted following conclusion or termination of an informal hearing authorized by subsection (1) above, the formal hearing shall be conducted as if the informal hearing had not commenced or taken place. [1973 1st ex.s. c 46 § 5; 1971 ex.s. c 57 § 11.]

Severability——1973 1st ex.s. c 46: See note following RCW 28B.10.704.

Severability——Effective dates——1971 ex.s. c 57: See notes following RCW 28B.19.010.

Classification as resident or nonresident student——Standards for determining classification——Cut-off date for application change: RCW 28B.14.013.

28B.19.120 Contested cases——Informal procedures——Formal hearings——Notice——Conduct——Record——Scope. (Effective July 1, 1982.) (1) In any contested case where informal procedures authorized by RCW 28B.19.110(1) are not used and where the formal procedures are invoked because of necessity or request in accordance with RCW 28B.19.110(2), or by institutional rule in accordance with RCW 28B.19.110(3), as in section 6, chapter 46, Laws of 1973 1st ex. sess. amended, all parties shall be afforded an opportunity for hearing after not less than ten days' notice. The notice shall include:

(a) A statement of the time, place, and nature of the proceeding;

(b) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(c) A reference to the particular rules of the institution involved;

(d) A short and plain statement of the matters asserted. If the institution or other party is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter upon request a more definite and detailed statement shall be furnished.

(2) Hearings may be held or conducted by any officer or committee authorized by the president of any institution of higher education or administrative law judges appointed under chapter 34.12 RCW. The administrative law judge or committee shall determine whether the hearing shall be open to the educational community in which it takes place, or whether particular persons should be permitted in attendance or excluded from attendance.

(3) Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved, and to examine and cross-examine witnesses.

(4) Statements, testimony, and all other evidence given at an informal proceeding authorized pursuant to RCW 28B.19.110(1) shall be confidential and shall not be subject to discovery or released to anyone, including the officer or committee conducting a formal hearing or the parties involved, or used for impeachment purposes, without permission of the person who divulged the information.

(5) Unless precluded by law, informal disposition may also be made of any contested case by stipulation, agreed settlement, consent order, or default, or other established informal procedure.

(6) The record in a contested case shall include:

(a) All documents, motions, and intermediate rulings;

(b) Evidence received or considered;

(c) A statement of matters officially noticed;

(d) Questions and offers of proof, objections, and rulings thereon;

(e) Proposed findings and exceptions; and

(f) Any decision, opinion, or report by the officer or committee chairman presiding at the hearing.

(7) Oral proceedings shall be transcribed if necessary for the purposes of rehearing, or court review. A copy of the record or any part thereof shall be transcribed and furnished to any party to the hearing upon request therefor and payment of the costs thereof.

(8) Findings of fact shall be based exclusively on the evidence and on matters officially noticed.

(9) Each institution shall adopt appropriate rules of procedure for notice and hearing informal contested caes.

(10) Institutions, or their authorized officer, administrative law judge, or committee, may:

(a) Administer oaths and affirmations, examine witnesses, and receive evidence, and no person may be compelled to divulge information which he could not be compelled to divulge in a court of law;

(b) Issue subpoenas;

(c) Take or cause depositions to be taken pursuant to rules promulgated by the institution, and no person may be compelled to divulge information which he could not be compelled to divulge by deposition in connection with a court proceeding;

(d) Regulate the course of the hearing;

(e) Hold conferences for the settlement or simplification of the issues by consent of the parties;

(f) Dispose of procedural requests or similar matters;

(g) Make decisions or proposals for decisions; and

(h) Take any other action authorized by rule consistent with this chapter. [1981 c 67 § 26; 1973 1st ex.s. c 46 § 6; 1971 ex.s. c 57 § 12.]

Reviser's note: Reference to section 6, chapter 46, Laws of 1973 1st ex. sess. in first paragraph is in apparent error and a result of amendment to House Bill 234 which struck section 3 of the bill but did not change internal reference in this section, section 6, to reflect deletion of section 3.

Effective dates——Severability——1981 c 67: See notes following RCW 34.12.010.

Severability——1973 1st ex.s. c 46: See note following RCW 28B.10.704.

Severability——Effective dates——1971 ex.s. c 57: See notes following RCW 28B.10.010.

28B.19.130 Contested cases——Subpoena power——Witness fees and expenses. (1) In any contested case institutions of higher education and their officers or agents conducting hearings:

(a) Shall issue a subpoena upon the request of any party and, to the extent required by institution rule, upon a statement showing general relevance and reasonable scope of the evidence sought; and

(b) May issue a subpoena upon their own motion.

(2) The subpoena powers created by this section shall be state-wide in effect.

(3) Fees and allowances, and the cost of producing records required to be produced by institution subpoena, shall be paid by the party requesting the issuance of the subpoena.

(4) If an individual fails to obey a subpoena, or obeys a subpoena but refuses to testify when requested concerning any matter under examination or investigation at the hearing, the institution issuing the subpoena may petition the superior court of the county where the hearing is being conducted for enforcement of the subpoena. The petition shall be accompanied by a copy of the subpoena and proof of service, and shall set forth in what specific manner the subpoena has not been complied with, and shall ask an order of the court to compel the witness to appear and testify before the hearing body. The court upon such petition shall enter an order directing the witness to appear before the court at a time and place to be fixed in such order and then and there to show cause why he has not responded to the subpoena or has refused to testify. A copy of the order shall be served upon the witness. If it appears to the court that the subpoena was properly issued and that the particular questions which the witness refuses to answer are reasonable and relevant, the court shall enter an order that the witness appear at the time and place fixed in the order and testify or produce the required papers, and a failing to obey said order the witness shall be dealt with as for contempt of court. The court may, in its discretion, require an institution or party to pay fees and allowances for witnesses in the same manner and under the same conditions as provided for witnesses in the courts of this state by chapter 2.40 RCW and RCW 5.56.010, as now or hereafter amended. [1971 ex.s. c 57 § 13.]

28B.19.140 Contested cases——Restrictions upon hearing officer or committee. Except upon notice and opportunity for all parties to be present or to the extent required for the disposition of ex parte matters as authorized by law, no institution officer or committee conducting a hearing in a contested case or preparing a decision, or proposal for decision, shall consult with any person or party on any issue of fact or law in the proceeding, except that in analyzing and appraising the record for decision any hearing officer or committee may (1) consult with officials of the institution making the decision appealed from, (2) have the aid and advice of one or more personal assistants, (3) have the assistance of other employees of the institution who have not participated in the proceeding in any manner and who are not engaged for the institution in any investigative functions in the same or any current factually related case and who are not engaged for the institution in any prosecutory functions. [1971 ex.s. c 57 § 14.]

28B.19.150 Contested cases——Appeal from final decision in formal proceeding. (1) Any party, including the institution involved, aggrieved by a final decision in a contested case where formal proceeding has been utilized, whether such decision is affirmative or negative in form, is entitled to judicial review thereof only under the provisions of this chapter, and such party may not use any other procedure to obtain judicial review of a final decision, even though another procedure is provided elsewhere by a special statute or a statute of general application. Where the institution's rules provide a procedure for rehearing or reconsideration, and that procedure has been invoked, the decision shall not be final until action has been taken thereon.

(2) Proceedings for review under this chapter shall be instituted by filing a petition in the superior court in the county wherein the primary office of the institution involved is located. All petitions shall be filed, together with an appropriate cost bond securing payment of costs necessary to prepare the record, within thirty days after the service of the final decision by the institution. Copies of the petition shall be served upon the institution or related board and all other parties of record.

(3) The filing of the petition shall not stay enforcement of the decision being appealed. Where other statutes provide for stay or supersedeas of a decision, it may be stayed by the institution or the reviewing court only as provided therein; otherwise

the institution may do so, or the reviewing court may order a stay upon such terms as it deems proper.

(4) Within thirty days after service of the petition, or within such further time as the court may allow, the institution shall transmit to the reviewing court the original or a certified copy of the entire record of the proceeding under review; but, by stipulation of all parties to the review proceedings, the record may be shortened. Any party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional costs. The court may require a [or] permit subsequent corrections or additions to the record when deemed desirable.

(5) The review shall be conducted by the court without a jury and shall be confined to the record, except that in cases of alleged irregularities in procedure before the institution now [not] shown in the record, testimony thereon may be taken in the court. The court shall, upon request, hear oral argument and receive written briefs.

(6) The court may affirm the decision appealed from, or remand the case for further proceedings; or it may reverse the decision if the substantial rights of the petitioners may have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:

(a) In violation of any state or federal constitutional provision; or

(b) In excess of the statutory authority or jurisdiction of the institution; or

(c) Made upon unlawful procedure; or

(d) Affected by other error of law; or

(e) Clearly erroneous in view of the entire record as submitted and the public policy contained in the act of the legislature authorizing the decision or order; or

(f) Arbitrary or capricious. [1971 ex.s. c 57 § 15.]

28B.50.850 Faculty tenure——Purpose. It shall be the purpose of RCW 28B.50.850 through 28B.50.869 to establish a system of faculty tenure which protects the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community colleges. RCW 28B.50.850 through 28B.50.869 shall define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member. [1969 ex.s. c 283 § 32. Formerly RCW 28.85.850.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.851 Faculty tenure——Definitions. As used in RCW 28B.50.850 through 28B.50.869:

(1) "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process;

(2) (a) "Faculty appointment," except as otherwise provided in subsection (2)(b) below, shall mean full time employment as a teacher, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "faculty appointment" shall also mean department heads, division heads and administrators to the extent that such department heads, division heads or administrators have had or do have status as a teacher, counselor, or librarian;

(b) "Faculty appointment" shall not mean special faculty appointment as a teacher, counselor, librarian, or other position as enumerated in subsection (2)(a) of this section, when such employment results from special funds provided to a community college district from federal moneys or other special funds which other funds are designated as "special funds" by the state board for community college education: *Provided,* That such "special funds" so designated by the state board for purposes of this section shall apply only to teachers, counselors and librarians hired from grants and service agreements and teachers, counselors and librarians hired in nonformula positions. A special faculty appointment resulting from such special financing may be terminated upon a reduction or elimination of funding or a reduction or elimination of program: *Provided further,* That a "faculty appointee" holding a faculty appointment pursuant to subsections (1) or (2)(a) who has been subsequently transferred to a position financed from "special funds" pursuant to subsection (2)(b) and who thereafter loses his position upon reduction or elimination of such "special funding" shall be entitled to be returned to his previous status as a faculty appointee pursuant to subsection (1) or (2)(a) depending upon his status prior to the "special funding" transfer. Notwithstanding the fact that tenure shall not be granted to anyone holding a special faculty appointment, the termination of any such faculty appointment prior to the expiration of the term of such faculty member's individual contract for any cause which is not related to elimination or reduction of financing or the elimination or reduction of program shall be considered a termination for cause subject to the provisions of this chapter;

(3) "Probationary faculty appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment;

(4) "Probationer" shall mean an individual holding a probationary faculty appointment;

(5) "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointing authority;

(6) "Appointing authority" shall mean the board of trustees of a community college district;

(7) "Review committee" shall mean a committee composed of the probationer's faculty peers, a student representative, and the administrative staff of the community college: *Provided,* That the majority of the committee shall consist of the probationer's faculty peers. [1975 1st ex.s. c 112 § 1; 1974 ex.s. c 33 § 1; 1970 ex.s. c 5 § 3; 1969 ex.s. c 283 § 33. Formerly RCW 28.85.851.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.852 Faculty tenure——Rules and regulations——Award of faculty tenure——Maximum probationary period. The appointing authority shall promulgate rules and regulations implementing RCW 28B.50.850 through 28B.50.869 and shall provide for the award of faculty tenure following a probationary period not to exceed three consecutive regular college years, excluding summer quarter: *Provided,* That tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the review committee. [1969 ex.s. c 283 § 34. Formerly RCW 28.85.852.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.855 Faculty tenure——Written agreement embodying terms of employment furnished faculty. The appointing authority shall provide each faculty member, immediately upon employment, with a written agreement which delineates the terms of employment including all conditions and responsibilities attached thereto. [1969 ex.s. c 283 § 35. Formerly RCW 28.85.855.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.856 Faculty tenure——Evaluation of probationer by review committee——Progress report, acknowledgment of receipt——Recommendation as to tenure. The probationary faculty appointment period shall be one of continuing evaluation of a probationer by a review committee. The evaluation process shall place primary importance upon the probationer's effectiveness in his appointment. The review committee shall periodically advise each probationer, in writing, of his progress during the probationary period and receive the probationer's written acknowledgment thereof. The review committee shall at appropriate times make recommendations to the appointing authority as to whether tenure should or should not be granted to individual probationers: *Provided,* That the final decision to award or withhold tenure shall rest with the appointing authority, after it has given reasonable consideration to the recommendations of the review committee. [1969 ex.s. c 283 § 36. Formerly RCW 28.85.856.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.857 Faculty tenure——Decision not to renew probationary appointment, notice by appointing authority, when. Upon the decision not to renew a probationary faculty appointment, the appointing authority shall notify the probationer of such decision as soon as possible during the regular college year: *Provided,* That such notice may not be given subsequent to the last day of the winter quarter. [1969 ex.s. c 283 § 37. Formerly RCW 28.85.857.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.860 Faculty tenure——Tenure retained upon administrative appointment. A tenured faculty member, upon appointment to an administrative appointment shall be allowed to retain his tenure. [1977 ex.s. c 282 § 7; 1969 ex.s. c 283 § 38. Formerly RCW 28.85.860.]

Severability——1977 ex.s. c 282: See note following RCW 28B.50.870.

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.864 Faculty tenure——Appeal from decision for dismissal——Procedure. Any faculty member dismissed pursuant to RCW 28B.50.850 through 28B.50.869 shall have a right to appeal the final decision of the appointing authority in accordance with RCW 28B.19.150 as now or hereafter amended. [1973 c 62 § 24; 1969 ex.s. c 283 § 42. Formerly RCW 28.85.864.]

Savings——Severability——1973 c 62: See notes following RCW 28B.10.200.

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.867 Faculty Tenure——Tenure rights upon transfer of employment to another community college. Upon transfer of employment from one community college to another community college within a district, a tenured faculty member shall have the right to retain tenure and the rights accruing thereto which he had in his previous employment: *Provided,* That upon permanent transfer of employment to another community college district a tenured faculty member shall not have the right to retain his tenure or any of the rights accruing thereto. [1969 ex.s. c 283 § 43. Formerly RCW 28.85.867.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.869 Faculty tenure——Review committees, composition——Selection of teaching faculty representatives, student representative. The review committees required by RCW 28B.50.850 through 28B.50.869 shall be composed of members of the administrative staff, a student representative, and the teaching faculty. The representatives of the teaching faculty shall represent a majority of the members on each review committee. The members representing the teaching faculty on each review committee shall be selected by a majority of the teaching faculty and faculty department heads acting in a body. The student representative, who shall be a full time student, shall be chosen by the student association of the particular community college in such manner as the members thereof shall determine. [1974 ex.s. c 33 § 2; 1969 ex.s. c 283 § 45. Formerly RCW 28.85.869.]

Severability——1969 ex.s. c 283: See note following RCW 28A.02.061.

28B.50.870 Faculty tenure——For certain educational programs operated in state correctional institutions. The district board of trustees of any community college district currently operating an educational program with funds provided by another state agency, including federal funds, which program has been in existence for five or more years under the administration of one or more community college districts, shall provide for the award or denial of tenure to anyone who holds a special faculty appointment in such curricular program and for as long as the program continues to be funded in such manner, utilizing the prescribed probationary processes and procedures set forth in this chapter with the exception that no student representative shall be required to serve on the review committee defined in RCW 28B.50.851: *Provided,* That such review processes and procedures shall not be applicable to faculty members whose contracts are renewed after the effective date of this 1977 amendatory act and who have completed at least three consecutive years of satisfactory full time service in such program, who shall be granted tenure by the community college district: *Provided further,* That faculty members who have completed one year or more of satisfactory full time service in such program shall be credited with such service for the purposes of this section: *Provided, further,* That provisions relating to tenure for faculty under the provisions of this section shall be distinct from provisions relating to tenure for other faculty of the community college district and faculty appointed to such special curricular program shall be treated as a separate unit as respects selection, retention, reduction in force or dismissal hereunder: *And provided further,* That the provisions of this section shall only be applicable to faculty holding a special faculty appointment in an educational program operated in a state correctional institution pursuant to a written contract with a community college district. [1977 ex.s. c 282 § 1.]

28B.52.030 Negotiation by representatives of employee organization——Authorized——Subject matter. Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic employees within its community college district, shall have the right, after using established administrative channels, to meet, confer and negotiate with the board of trustees of the community college district or its delegated representative(s) to communicate the considered professional judgment of the academic staff prior to the final adoption by the board of proposed community college district policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules and noninstructional duties. [1973 1st ex.s. c 205 § 2; 1971 ex.s. c 196 § 3.]

Severability——1973 1st ex.s. c 205: See note following RCW 28B.52.020.

41.04.030 Payroll deductions——Duty of auditing officer. Upon being authorized by any employee or group of employees so to do under the provision of RCW 41.04.020, the auditor or other person authorized to draw warrants against the funds involved is authorized, and if such medical, surgical, and hospital care or either of them, or life insurance or accident and health disability insurance is to be provided on a group basis for groups each of not less than twenty-five individuals such auditor or other person is hereby required, to draw and issue a proper warrant or warrants directly to and in favor of the person, firm, or corporation, or organization named in the authorization for the total amount authorized to be deducted from the payroll of any such office, department, division, or institution. [1953 c 260 § 1; 1947 c 70 § 2; Rem. Supp. 1947 § 963-11.]

43.88.110 Expenditure programs——Allotments——Reserves. Subdivisions (1) and (2) of this section set forth the expenditure programs and the allotment and reserve procedures to be followed by the executive branch for public funds. Allotments of an appropriation for any fiscal period shall conform to the terms, limits or conditions of the appropriation.

(1) Before the beginning of the fiscal period, all agencies shall submit to the governor a statement of proposed agency expenditures at such times and in such form as may be required by the governor. The statement of proposed expenditures shall show, among other things, the requested allotments of public funds for the ensuing fiscal period for the agency concerned on a monthly basis for the entire fiscal period. The governor shall review the requested allotments in the light of the agency's plan of work and, with the advice of the director of financial management, the governor may revise or alter agency allotments: *Provided,* That revision of allotments shall not be made for agencies headed by elective officials. The aggregate of the allotments for an appropriation shall not exceed the total appropriation.

(2) Except for agencies headed by elective officials, approved allotments may be revised during the course of the fiscal period in accordance with the regulations issued pursuant to this chapter. If at any time during the fiscal period the governor shall ascertain that available revenues for the applicable period will be less than the respective appropriations, the governor shall revise the allotments concerned so as to prevent the making of expenditures in excess of available revenues. To the same end, and with the exception stated in this section for allotments involving agencies headed by elective officials, the governor is authorized to withhold and to assign to, and to remove from, a reserve status any portion of an agency appropriation which in the governor's discretion is not needed for the allotment. No expenditures shall be made from any portion of an appropriation which has been assigned to a reserve status except as provided in this section.

(3) It is expressly provided that all agencies shall be required to maintain accounting records and to report thereon in the manner prescribed in this chapter and under the regulations issued pursuant to this chapter. The director of financial management shall monitor agency expenditures to prevent spending patterns which inflate agency expenditures during the second year of a biennium.

(4) The director of financial management may exempt certain public funds from the allotment controls established under this chapter if it is not practical or necessary to allot the funds. Allotment control exemptions expire at the end of the fiscal biennium for which they are granted. The director of financial management shall report any exemptions granted under this subsection to the legislative fiscal committees. [1981 c 270 § 5; 1979 c 151 § 138; 1975 1st ex.s. c 293 § 6; 1965 c 8 § 43.88.110. Prior: 1959 c 328 § 11.]

Effective date——Severability——1981 c 270: See notes following RCW 43.88.010.

AGREEMENT

by and between

THE BOARD OF TRUSTEES OF
WHATCOM COMMUNITY COLLEGE,
DISTRICT No. 21

and

WHATCOM COMMUNITY COLLEGE
FEDERATION OF TEACHERS

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November 1, 1985 through August 31, 1987

**whatcom
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college**

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ARTICLE I - RECOGNITION

Section A. The Board of Trustees of Whatcom Community College, District No. 21 (hereinafter referred to as the "Employer") hereby recognizes the Whatcom Community College Federation of Teachers (hereinafter referred to as the "Union") as the exclusive negotiating representative for all Community College District No. 21 Academic Employees (hereinafter referred to as "Faculty Members") in the following categories and as further defined in RCW Chapter 28B.52: (1) instructional, (2) counseling, (3) learning resources and services. The bargaining unit shall consist of all Faculty Members of the District.

Section B. Personnel excluded from representation by the Union include administrative employees, classified staff, and other exempt employees excluded by law from the Higher Education Personnel Board rules. Employees who otherwise meet the definition of faculty may be excluded if there are external funding or other requirements upon mutual agreement between the Union and the Employer.

Section C. Questions regarding unit determination or clarification shall be referred to the Public Employment Relations Commission (PERC) in accordance with its rules and regulations and applicable statutes.

ARTICLE II - BOARD-UNION RELATIONS

Section A. The Employer shall not discriminate against Faculty Members or applicants for such positions because of their membership or non-membership in the Union, other employee organizations, or because of their exercise of other rights under RCW Chapter 28B.52.

Section B. The Union shall not discriminate against any Faculty Member because of non-membership in the Union, or because of membership in other employee organizations.

Section C. The Union agrees to represent fairly and equitably all Faculty Members of the District.

Section D. The Employer and the Union further agree that provisions of this Agreement will be applied equally to all bargaining unit members consistent with its terms.

Section E. Copies of this Agreement will be produced at the expense of the District within thirty (30) days after the policy becomes effective and a copy shall be presented to each Faculty Member now employed or hereafter employed by the District with their initial contract for each academic year. Thirty (30) additional copies shall be made available to the Union without charge.

ARTICLE III - UNION ACTIVITIES AND PRIVILEGES

Section A. Information. The Union, upon request, shall be granted access to information required to assist it in its representation responsibility. Such requests shall be with advance notice and shall not involve additional costs or staff time. Copies of such information shall be furnished to the Union at no cost. One copy of the annual budget and budget status reports shall be provided the Union at no cost.

Section B. Facilities.

1. The Union shall have the right to full use of building facilities and classrooms of the District, providing such use does not interfere with regular instructional activity and shall involve no additional cost to the Employer.

2. Duly authorized representatives of the Union shall be permitted to transact official Union business on District property at all reasonable times, provided there is no disruption to the normal operation of the College. Providing a place for regular Union meetings shall be considered during the scheduling of rooms each quarter.

Section C. Equipment. The Union shall have the right to use District equipment, provided such usage does not interfere with normal operations of the College. Abnormal additional costs associated with such use shall be borne by the Union.

Section D. Secretarial Privileges. The Union shall have access to College secretarial services when such service does not interfere with College business.

Section E. Mail. The District agrees that the Union shall have the right to distribute Union information and other related material in the mail boxes of Faculty Members. The Union will be entitled to distribute information through scheduled faculty mailings at no cost. In other instances, postage costs shall be borne by the Union.

Section F. Bulletin Boards. The Union will be entitled to post and remove its materials on bulletin boards provided in central areas in each major location.

Section G. Payroll Deduction. Faculty Member shall have the right to guaranteed payroll deduction of membership dues for the Union, and the Employer shall remit such dues to the authorized representative, if authorized by the employee in writing. Such deductions shall be consistent with OFM regulations.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reasons of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the Faculty Member and such authorization has not been rescinded in writing to the Employer.

Section H. Leaves for Meetings. The Union shall have the right to send two representatives to legislative committee hearings, SBCCE meetings or Federation regional or statewide meetings/conferences. The Federation agrees to pay for the cost of a substitute that may be necessary, in the judgment of the appropriate administrator, to fulfill the representatives' assignments during the individuals' absence. Travel and related expenses shall be borne by the Union.

Section I. Schedule for President. The work schedule for the president of the Union shall be arranged, as much as possible, to facilitate College governance.

Section J. Board Meetings. The Union shall be allowed to enter any items on the agenda and shall be allowed to speak to any question on any agenda, consistent with the rules of the Board of Trustees. Nothing herein shall be construed to grant the right for the Union to attend executive sessions of the Board.

Section K. Major College Meetings. The Union shall be consulted by the Employer before all major College meetings concerning agenda and possible participation by Faculty Members in these meetings.

ARTICLE IV - HIRING, ASSIGNMENT, CONTRACTS

Section A. Academic instructional and support areas shall be defined as:

1. Business and Commerce Technology
2. Communications, Arts and Humanities
3. Learning Skills
4. Science, Mathematics and Health Science
5. Social and Behavioral Sciences
6. Instructional Services
7. Student Programs
8. Learning Resources

Nothing herein shall preclude the Employer from modifying the organization structure of the District if it determines such modification to be in the best interest of the institution. Such determination shall not be made without prior consultation with the areas.

Section B. Notice of Vacancy. Written notice of academic vacancies of two-thirds (2/3) or more per quarter or administrative vacancies shall be mailed to currently employed part-time Faculty Members at least seven (7) days prior to its publication at large. Other vacancies shall be posted on designated bulletin boards at Community College centers and/or published in appropriate College publications. Applications received from Faculty Members of the District shall be given first consideration where qualifications are equal and such is not inconsistent with affirmative action requirements or other legal limitations. In such cases, they shall be given consideration with all other applicants.

Section C. Recommendation/Evaluation of Personnel. No individual shall be recommended for an assignment of two-thirds (2/3) time or more or be allowed to assume an assignment of two-thirds (2/3) time or more for more than one quarter without evaluation from a selection committee. Such committee shall consist of the appropriate administrator, at least two subject area specialists appointed by the area and the academic or service area coordinator. The subject area specialists should involve appropriate subject area peers in making their recommendations for hiring individuals. The Selection Committee shall review applications and interview all applicants who are requested to visit the College. It shall be the responsibility of the President to determine that persons nominated for employment meet all qualifications established by law and the District for the type of position for which the nomination is made.

Section D. Selection of Area Personnel.

1. Faculty Members shall be given an opportunity to be involved in criteria development for faculty selection and the selection process of all Faculty Members with whom they will share assignments. Involvement will include recommending to the appropriate Dean the scope of the search, necessary qualifications for the position and the faculty membership of the selection committee. The unavailability of Faculty Members to exercise such an opportunity shall not bar the completion of the selection process.

2. Faculty Members who act as coordinators of instructional and support areas shall be recommended annually from among full-time faculty by the Faculty Members in each area. Recommendations shall be submitted to the appropriate Dean by March 15. The President shall appoint coordinators by April 15 of each year.

Section E. Selection of Administrative Personnel. The Employer shall involve Faculty Members in the development of criteria for choosing administrative personnel prior to the recruitment of such personnel and shall include Faculty Members selected by their peers on selection committees.

Section F. Assignment.

1. Faculty Members shall be informed annually and/or upon employment as to the requirements of their assignment and shall receive an orientation package explaining the organizational policies and procedures of the College, and indicating the benefits available to the employee.

2. Faculty Members shall have the opportunity to participate in the selection and location of courses they will teach. Every effort will be made to assign Faculty Members courses for which they have the greatest expertise.

Section G. Class Cancellation. The decision to continue or discontinue any College programs or offerings is reserved to the Employer. Areas will be given the opportunity to make recommendations regarding cancellations of classes in certificate or degree programs based on the following factors. Recognizing that a balanced, in-depth, convenient schedule of offerings should be maintained, strong consideration will be given to the continuation of:

a. required courses;
b. sequential courses;
c. infrequently offered courses;
d. a distribution of classes from each area in the morning, afternoon and evening.

Prior to discontinuing any class the appropriate Administrator shall consult with the appropriate Coordinator regarding the area recommendations. The Area Coordinator shall immediately notify the Faculty Member of the determination. Only under unusual circumstances will a class be discontinued after the third (3rd) regularly scheduled session.

Section H. Contracts.

1. Each non-tenured Faculty Member shall be issued an individual contract prior to the beginning of each teaching or major support assignment.

2. Individual contracts may make assignments conditional upon student enrollment.

Section I. Content of Individual Contracts. Individual contracts issued to non-tenured Faculty Members shall include the following provisions:

1. an incorporation by reference of the Agreement between the Employer and the Union;
2. the location(s) of the assignment(s);
3. the number of contact hours/hours on the job assigned (part-time);
4. the total annual or quarterly salary as appropriate;
5. the beginning and ending dates of the assignment period;
6. the type of appointment held by the employee [full-time (special funded or probationary) or part-time (associate or regular)];
7. the date and method of payment.

Section J. Copies of Individual Contracts. One copy of the individual contract shall be retained by the employee and one copy shall be placed in the employee's personnel file.

Section K. Written Notification. Written notification of contract dates and tentative salary placement for the subsequent year shall be provided to all tenured Faculty Members prior to the end of Spring Quarter.

ARTICLE V - WORKLOAD

Section A. Certification. As a condition for full-time employment by the Employer, Faculty Members shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in applicable College policy approved by the Board of Trustees and/or required by rules of the SBCCE or other appropriate certification agency.

Section B. Full-Time Faculty Member Responsibilities. Full-time Faculty Members shall meet the following general responsibilities:

1. Faculty Members shall provide professional services within their individual areas of competency, including teaching or support duties according to their individual workload assignments as detailed elsewhere in the Agreement.

2. Faculty Members shall provide professional services during workdays required by this Agreement.

3. The appropriate Administrator has the right to require reasonable substantiation of performance of duties.

Section C. Workload Standards: Full-Time Faculty Members. For purposes of this Agreement, full-time Faculty Members shall mean individuals whose primary duties and responsibilities involve teaching or other professional assignments when such assignments are scheduled on an annual basis (170-day contract or equivalent). A workday for Faculty Members shall be defined as the individual workload assignments made in accordance with the criteria set forth below. Faculty Members shall be assigned reasonable workloads designed to allow the Employer to fulfill its mission and comply with funding requirements related to position control and allow such employees to perform their functions effectively. It shall be the responsibility of the area and appropriate Administrator, after consultation with the Faculty Member, to determine and make individual workload assignments in accordance with the following criteria:

1. A full-time load shall consist of a thirty-five (35) hour workweek (WW) or a twenty-two (22), fifteen (15), or twelve (12) contact hour week (CW) as indicated below for the five (5) categories. In the cases of contact hour workweeks, the full-time load shall be spread over the three (3) academic year quarters and the total shall fall within the minimum-maximum limits indicated.

Assignments	Average Workweek	Total of Weekly Contact Hours for Three Quarters		
		Avg.	Min.	Max.
A. Support Faculty.	35 (WW)			
B. Contract Instruction. Consulting Services. Mediated Instructional System Facilitation.	35 (WW)			
C. P.E. Senior EMT Instruction. Preschool Facilitation.	22 (CW)	66	64	68
D. Composition courses enrolling at 3/4 or more of enrollment limit. Team Teaching*.	12 (CW)	36	34	38
E. All other Courses.	15 (CW)	45	43	47

*Team taught courses consist of all team taught contact hours or team taught and individually taught contact hours in a proportion agreed upon by the appropriate Administrator. Team taught contact hours are defined as hours in which two or more faculty operate simultaneously with an assigned group of students to integrate and/or add depth to subject matter or to work with a set group.

2. Full-Time Mixed Assignments. A full-time appointment may consist of both support and instructional assignments based upon the foregoing definitions. All teaching and support assignments will follow the average workload standard established in Section C-1 of this Article. Group counseling, when conducted as a class for credit, will follow the workload standard of instruction. Advising (educational planning and degree program development) may be included in a mixed assignment, but no Faculty Member except those in Instructional Services will be assigned more than one third of a load for advising on an annual basis.

3. A Faculty Member's schedule shall be established on the basis of student needs and efficiency of program scheduling. Schedules beyond an eight-hour time span shall require mutual agreement between the Faculty Member and appropriate Dean.

4. Revision of course credits and/or contact hours for existing classes shall only be made where such revision is for educationally sound purposes as recommended by the area. Prior to such modification the Faculty Member shall be consulted.

5. When rules and regulations of state and other agencies dictate basic teaching loads, Faculty Member teaching loads shall be assigned accordingly.

6. Basic workload for instructional faculty shall include course preparation, course evaluation, student evaluation, and normal curriculum development as appropriate to assigned courses.

7. Each full-time Faculty Member shall maintain office hours for student consultation at times and places convenient to students.

8. Each full-time Faculty Member shall serve on appropriate committees.

9. In considering a reduction of load and/or determining the existence of an overload, the appropriate Administrator shall take into account the following variables:

   a. Number of students (related to evaluation method, mode of instruction and/or type of student).
   b. Course coordination.
   c. Number of different preparations.
   d. Number of new preparations.
   e. Administrative activities.
   f. Assigned curriculum development.
   g. Distance/time involved in travel from assigned work stations to another location. (Shall be computed as part of the 35-hour workweek for support faculty.)
   h. Assignments scheduled beyond the eight-hour span.

10. The Faculty Member shall present any request for a reduction of load or determination of an overload in a meeting with the appropriate

Administrator. A Union representative may be present at this meeting if so desired by the Faculty Member.

11. The appropriate Administrator shall make a decision concerning a reduction of load or determination of an overload within five (5) calendar days of the Faculty Member's presentation unless an extension of the time limit is agreed to.

12. Underloads will be made up Winter or Spring Quarter as appropriate. Faculty Members will submit suggestions as to the best use of their time to their areas for consideration. The area coordinator shall submit the recommendations to the appropriate Dean for final determination.

13. Overloads shall be approved by the appropriate Administrator and paid on a pro rata basis from the full-time salary schedule. Overloads shall be computed on an annual basis. A Faculty Member has the right to refuse an extended contract or an overload.

Section D. Area Coordinators.

1. Instructional coordinators shall be granted up to 49 percent but not less than 25 percent released time from the maximum workload (see Section C-1) for coordinating duties.

2. The area coordinator will report directly to a Dean or Associate Dean as the representative of a particular area and will exercise a leadership role in all area activities.

3. The responsibilities of the coordinator shall include working with the Faculty Members in the area to complete the following responsibilities:

   a. Planning, development, and evaluation of instructional or service offerings and programs, including the review of proposed community service offerings.
   b. Evaluation and professional development of personnel within the area.
   c. Budget preparation and recommendations.
   d. Developing recommendations for the hiring, assignment, and scheduling of area faculty.
   e. Facilities planning.
   f. Other duties pertinent to specific areas.

4. The coordinator will also be responsible for:

   a. Orientation of new faculty and staff in the area.
   b. Liaison with community and public agencies as required by the area.
   c. Budget implementation and control.
   d. Other duties pertinent to the specific areas agreed upon with the appropriate Dean.

5. The workload expectations for the area coordinators may include up to but not exceed ten (10) days more than the contract days for other full-time faculty.

Section E. Part-Time Faculty.

1. Part-time Faculty Members shall be considered either as associate part-time faculty (hereafter referred to as Faculty Associates) or regular part-time faculty.

   a. Faculty Associates will be paid pro rata proportional to their assignment and may be issued either quarterly or annual contracts.

   b. The designation of Faculty Associate shall be made by the appropriate Administrator following consultation with the area of assignment. Such a designation must be based upon an identified need for exceptional professional qualifications or special skills and services rendered in addition to the direct assignment, and which are considered part of the total workload without additional compensation.

   c. Faculty Associates shall be placed on the full-time salary schedule and will be eligible for lane advancement on the same basis as full-time faculty. Faculty Associates shall advance one-half step on the salary schedule in the subsequent year upon completion of an annual Faculty Associate assignment of 50% or more of a full-time load.

   d. All Faculty Members who do not meet the definition of full-time faculty or Faculty Associate shall be considered regular part-time Faculty Members.

2. Workload for part-time instructional Faculty with CW assignments shall consist of instruction, course preparation, course evaluation, student evaluation, student conferences and normal curriculum development as appropriate to assigned courses.

3. Workload for part-time faculty with WW assignments shall consist of the contracted WW hours.

Section F. Non-credit community service offerings shall be excluded from the provisions of this Article except for the review process provided for in Article V, Section D.3.a.

ARTICLE VI - COMPENSATION

Section A. Faculty receiving salaries pursuant to the 1984/85 salary schedules set forth in this Article will remain at their placement on the 1984/85 schedules through the duration of this agreement unless or until salary increases are agreed upon as a result of reopening of Article VI.

Section B. Full-Time Salary Schedule.

1. The following salary schedule shall apply to all full-time faculty:

	A	B	C	D	E	F	G
	Bachelors or Voc. Equivalent	Masters Degree or Voc. Equivalent	(Lane B + 15)	(Lane C + 15)	(Lane D + 15)	(Lane E + 15)	(Lane F + 15)
0	17,693	18,852	19,245	19,638			
1	18,349	19,508	19,901	20,294			
2	19,005	20,164	20,557	20,950	21,343		
3	19,661	20,820	21,213	21,606	21,999	22,392	
4	20,317	21,476	21,869	22,262	22,655	23,048	23,441
5	20,973	22,132	22,525	22,918	23,311	23,704	24,097
6	21,629	22,788	23,181	23,574	23,467	24,360	24,753
7	22,285	23,444	23,837	24,230	24,623	25,016	25,409
8		24,100	24,493	24,886	25,279	25,672	26,065
9			25,149	25,542	25,935	26,328	26,721
10			25,805	26,198	26,591	26,984	27,377
11			26,461	26,854	27,247	27,640	28,033
12				27,510	27,903	28,296	28,689
13				28,166	28,559	28,952	29,345

Add $600 for the doctorate.

2. For initial placement up to seven (7) years of teaching or work experience related to the area will be counted. Full-time and/or part-time teaching and/or work experience will be counted, and it will be computed based upon the definition of full-time at the place from which the experience is being transferred. Past experience at Whatcom Community College will be computed on the basis of a full-time load as described in this Agreement.

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Academic credits earned beyond the Masters degree will be counted for purposes of initial placement. All other professional development units must be earned after initial placement.

3. Subject to prior approval up to 75 professional development units related to the academic assignment will be counted. Recommendation regarding lane advancement shall comply with the following guidelines:

RELEVANCE:	The activity must be relevant to the Faculty Member's job assignment/s or to the College's goals.
NON-CONTRACTUAL:	The activity must go beyond the contractual duties or work assignment of the Faculty Member.
EMPHASIS:	Roughly equal emphasis or comparable value shall be accorded to those activities which represent independent scholarship and those activities represented by academic courses, workshops and travel.
REDUNDANCY:	Professional Development Units will be granted no more than one time for a given activity.
PRIOR APPROVAL:	Prior approval is required for all Professional Development activities. The Request for Prior Approval of Professional Development Units must be submitted not less than two (2) weeks before commencement of the activity, except in extraordinary circumstances where two weeks advance approval is impossible.
DOCUMENTATION:	Successful completion of the activity must be supported by appropriate documentation, submitted with fully completed Request for Approval of Professional Development Units. Professional Development Units will not be awarded for an academic year unless documentation and reports are submitted by October 1st.

	Professional Development Units	Credit*/Hours
a. Academic Courses	1	1
b. Inservice Training	1	10
c. Workshop, Colloquium, Symposium, Institute and Conference Session	1	20
d. Paid Field Work or Clinical Experience (1) Field Project: An activity in which the Faculty Member is actively engaged in a special pre-planned field project. (2) Clinical Project: An activity in which the Faculty Member is actively engaged in a special pre-planned clinical project.	1	40 hours or course equivalency
e. Educational Travel (1) Directly relevant activity, defined in advance.	1	20 hours or course equivalency
(2) Per day.	0.2	1 day
f. Research and Development Projects (1) Individual Project: An activity in which the Faculty Member engages in research on a specific pre-planned project or topic.	1	40
(2) College Research and Development.	**Variable in PDU's	
(3) Service on Professional Board or Association.	**Variable in PDU's	
(4) Leadership on Professional Board or organization, including elected office.	**Variable in PDU's	
(5) Activities resulting from research: (a) Presentation (b) Artistic Exhibit (c) Publication (d) Creative Performance	**Variable PDU's	

*Quarter credit or equivalent (2/3 semester credit equals one quarter credit).

**Depending upon the activity, PDU's should vary according to the scope of the activity (local or regional, national. . .), degree of participation by Faculty Member, time and energy devoted to the activity, originality of the activity, etc.

Professional Development Units approved and completed by October 1 in any year shall be effective that year. Completed activities not submitted by October 1 in any year for the preceding twelve (12) months shall be waived for all purposes.

4. Initial placement and advancement on the Salary Schedule shall be recommended by a committee consisting of three permanent members: one full-time professional employee selected by the President, one full-time faculty member selected by the Union, and a second full-time faculty member mutually agreed upon. All recommendations regarding initial placement and advancement shall require review by the Contract Administration Committee, the appropriate Dean and final approval of the President.

Section C. Stipends for Area Coordinators. An annual stipend of $1,500 shall be paid to an area coordinator in addition to the basic salary.

Section D. Compensation for Part-Time Faculty.

1. The following salary schedule shall apply to all part-time faculty assignments:

Steps	35 hr. WW	22 hr. CW	15 hr. CW	12 hr. CW
0	11.64	16.76	24.59	30.73
1	11.87	17.43	25.57	31.95
2	12.10	18.10	26.55	33.17
3	12.33	18.77	27.53	34.39
4	12.56	19.44	28.51	35.61
5	12.79	20.11	29.49	36.83

2. Initial Placement

   a. One step will be granted for quarterly contracted assignments completed at Whatcom that total the equivalent of one year of full-time instructional, counseling or librarian assignments. All assignments completed from Fall 1976, until the time of initial placement, will be included. A maximum of 3 steps will be granted on this basis.

   b. Masters degree or vocational equivalent will equal one step.

   c. Maximum initial placement will be at step 4.

3. Advancement

   a. Faculty completing quarterly contracted assignments by October 1 at Whatcom Community College that total the equivalent of one year of full-time instructional, counseling or librarian assignments will advance one step effective in the first quarter of employment in that academic year. Partial years of previous experience not used in initial placement will be included, except for persons who were granted the maximum 3 steps allowed in 2.a. above.

b. Faculty completing a masters degree or vocational equivalent with documentation submitted by October 1 will advance one step effective in the first quarter of employment in that academic year.

4. Part-time faculty shall return contracts for quarterly assignments within ten (10) College business days from date of issue; the Faculty Member shall be responsible for verification of equivalent full-time experience for initial placement or advancement on the Part-Time Salary Scheule within thirty (30) calendar days from date of issue of the contract.

5. Initial placement and advancement on the Part-Time Salary Schedule shall be recommended by the Salary Placement Committee. All recommendations regarding initial placement and advancement shall require review by the Contract Administration Committee, the appropriate Dean and final approval of the President.

6. Other faculty activities shall be paid at Step O, 35 hr. WW regardless of an individual's salary placement. These activities must be authorized and approved in advance by the appropriate administrator. Other faculty activities compensated at this rate shall include but not be limited to the following.

Full- and Part-Time Faculty*:

Facilitation of learning contracts
Portfolio evaluation

Part-Time Faculty:

Office hours
Service on College committees
Assigned curriculum or program development
Course coordination

*Payment for such activities for full-time faculty shall not be considered a mixed assignment. Such activities may be incorporated in the full-time Faculty Member's load by mutual agreement.

Section E. Summer Quarter. All summer school salaries for instructional faculty, regardless of full- or part-time status during the academic year, shall be paid in accordance with Section D above.

Section F. This Article shall not apply to non-credit community service offerings.

ARTICLE VII - EMPLOYEE BENEFITS

Section A. Insurance. The Employer shall contribute up to a maximum amount authorized and funded by law and the State Employees Insurance Board for allowable group insurance plans for each eligible Faculty Member.

Faculty Members shall have the opportunity to self-pay such contributions during leaves without pay or during periods of ineligibility subject to insurance board regulations. All premiums in excess of the amount funded by the State Legislature shall be borne by the Faculty Member.

Section B. Retirement. The Employer shall contribute the appropriate funding for retirement plans consistent with the state statutes and State Board Regulations (WAC Chapter 131-16).

Section C. Reimbursement for Use of Privately Owned Automobiles. Contingent upon prior approval by the appropriate administrator, Faculty Members unable to use District owned or leased vehicles in the conduct of official District business will be reimbursed at the maximum rate permitted by statute and OFM regulations. Reimbursement shall be limited to mileage equal to the lesser of the distance from the employee's primary work assignment (official station) to the site of the official District business or from the employee's residence to the site of official District business.

ARTICLE VIII - LEAVES

Section A. Remunerated Professional Leave Policy.

1. Tenured Faculty Members may receive professional leave to be used for the purpose of furthering individual professional development or undertaking creative endeavor which will enhance or improve the program of the College. Funding for professional leaves will be given high priority during budget preparation.

2. Eligibility and Duration of Professional Leave.

   a. Professional leave eligibility is dependent upon the total quarters of employment (exclusive of summer quarter) after attaining tenure with the District. The quarters of employment need not be continuous.

   b. A Faculty Member shall initially become eligible for professional leave after attaining tenure as follows:

Quarters of Employment	Eligibility for Quarters of Professional Leave
three quarters	one quarter
six quarters	two quarters
nine quarters	three quarters

   c. Following the ninth quarter of employment, one additional quarter of professional leave eligibility may be granted for each six quarters of employment.

   d. The professional leave need not be continuous; Faculty Members granted professional leave for one or two quarters may reapply for professional leave for the remaining quarter(s) of eligibility.

e. In cases where applicants have equal eligibility claims, applicants who have not been previously granted professional leave for three full quarters will be given priority consideration.

f. Remunerated professional leaves shall be in conformance with the limitations of Chapter 44, Laws of 1979, Regular Session.

3. Procedure for Applicants.

a. The Professional Development Committee shall be composed of two professionals appointed by the President and the Faculty Members on the Staff and Professional Development Committee. The Professional Development Committee will:

(1) notify Faculty Members of eligibility requirements and deadlines for applications; final deadlines for applications shall be January 15 for the subsequent academic year.

(2) receive and review applications.

(3) make recommendations concerning each applicant to the President by February 15.

(4) notify each applicant as to the committee's decision to support or not support his/her sabbatical application.

(5) make budget recommendations.

b. The President must make recommendations concerning professional leaves to the Board of Trustees for final approval by March 15.

c. All applicants will immediately be notified in writing by the President regarding the granting or the denial of the professional leave.

4. Reimbursement of Employees during Professional Leave.

a. A Faculty Member on professional leave shall receive a pro rata salary in the amount of seventy-five percent (75%) of that Faculty Member's annual salary.

b. Faculty Members on professional leave shall receive employee benefits outlined in this Agreement, consistent with state law.

Section B. Illness, Injury, Bereavement and Emergency Leave.

1. Full-time Faculty Members of the College shall accumulate illness, injury and emergency leave at the rate of one day per month (or portion thereof) of assigned period as designated by the employment contract or salary calculation worksheet. The 180-day maximum accrual shall be eliminated. Accumulated leave not taken shall be compensable upon termination of employment only as provided by Board of Trustees' policy and applicable statutes. Maternity, paternity and adoption leave benefits shall be granted under this section except as taken as a leave of absence without pay.

2. Faculty Members hired on a quarter-by-quarter basis shall qualify for one day per month of illness, injury and emergency leave, nonaccumulating.

3. Bereavement leave not to exceed four days per instance shall be granted in the event of a death of a relative or close friend. Additional days may be granted upon approval of the Employer.

4. Those who are granted leaves under this Section will continue to receive benefits under Article VII.

Section C. Jury Duty. Faculty Members shall receive time off for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the Faculty Member is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration, excluding expenses, received for such appearances shall be paid to the Employer in the event that the leave with pay is granted. All College benefits and other leave accruals shall be in effect while the Faculty Member is absent on this leave.

Section D. Personal Leave With Pay. Personal leave with pay, not to exceed three (3) days per year, may be granted for extraordinary purposes upon the approval of the appropriate Administrator.

Section E. Leaves Without Pay. Leaves without pay may be granted to full-time faculty or part-time faculty during the applicable contract period, with the approval of the President, for such purposes as the following: (1) study, (2) travel, (3) illness, (4) maternity/paternity/adoption, (5) special assignments, (6) occupational experience appropriate to his/her assignment, and (7) other purposes. The terms and conditions of such leave shall be mutually agreed to in writing prior to granting the leave. Upon return from leave, such Faculty Member shall have all rights and benefits which existed at the commencement of the leave restored.

ARTICLE IX - PERSONNEL POLICIES

Section A. Notice to Faculty Members Regarding Employment. Each Faculty Member shall be given access to any District documents which affect his/her employment status, or of any employment notice which affects his/her employment status.

Section B. Personnel Files.

1. The District shall retain one personnel file for each Faculty Member under the direct supervision of one designated employee. This shall not preclude the maintenance of all lawful payroll records by the Business Office nor maintenance of other essential records by appropriate personnel for the operation of the institution.

2. Placement of Material in File. Material concerning any Faculty Member may be placed in his/her personnel file only after he/she has been given reasonable opportunity to read the material, append to it answers to any

charges, complaints or statements involved, and to sign and date the material. His/her signature shall not necessarily imply agreement with the statements contained in the material. The Faculty Member shall also have the right to attach any other relevant supporting statement(s) or affidavit(s).

3. Right to Examine File. Each Faculty Member shall have the right to review the entire contents of his/her personnel file. A Union representative or the Faculty Member's attorney may accompany such employee upon his/her request to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the Faculty Member involved. Inappropriate material may be removed from the file with the joint consent of the Faculty Member and the appropriate Administrator.

4. Records of Evaluation. The final recommendation and all other supporting material of the Tenure Review Committee shall be retained in the personnel file; other materials relating to tenure status which are not retained in the file shall be returned to the Faculty Member.

5. Restrictions on Use of File. Use of an individual's personnel file is restricted to the individual Faculty Member, his/her attorney(s), his/her representative(s), his/her immediate administrative supervisor, the President, and individuals requiring material from the file for legal proceedings between the Faculty Member and the College. None of those having access to the file may remove any material for other than those purposes set forth in this Article without the permission of the Faculty Member.

6. Excluding instances involving reduction in force, no documents shall be used to adversely affect the employment status of a tenured Faculty Member unless they have been placed in the personnel file.

Section C. Part-time faculty who were granted permanent status under the previous policy of the employer shall be given first priority for any part-time assignment for which they qualify. A list of such faculty shall be prepared annually by the Contract Administration Committee and distributed to the listed faculty and area coordinators. Prior to any reduction in the load of such an individual, there will be a meeting of the appropriate administrator, the individual, the area coordinator, and a Union representative.

ARTICLE X - COLLEGE GOVERNANCE: INSTRUCTIONAL DIVISION AND COLLEGE COMMITTEES

Section A. Philosophy of Governance. The Employer and the Union agree on the desirability of involving Faculty Members in the formulation of College policies and procedures, subject to the legal obligations of the Board or its designees to make final decisions on such matters. A guiding principle is that those affected by a policy or procedure should have a voice in the development of that policy/procedure.

Section B. Academic Areas. The academic area is the basic unit of governance. Academic areas are charged with making recommendations to the appropriate dean through the coordinator regarding the following: planning, development and evaluation of service offerings within an area; hiring, assignment, and scheduling; and faculty evaluation. Areas are also responsible for budget preparation and recommendations, and for encouraging faculty development, and should be involved in facilities planning and other duties pertinent to specific areas. Area faculty recognize their responsibility to establish and review basic academic policy and procedures. Areas, accordingly, will hold regular meetings with all full-time and as many part-time faculty as is appropriate and possible.

Section C. College Committees.

1. In the spring of each academic year, prior to new appointments to standing College committees, the Academic Advisory Committee and the Contract Administration Committee shall meet jointly to review committee reports and accomplishments and make suggestions for improving committee effectiveness. It is desirable to have broad representation from both Faculty Members and Administrators on appropriate college committees and to achieve wide dissemination of pertinent information to the College community.

2. Contract Administration Committee.

   Representatives of the Union and the District will meet at a mutually agreed upon date, place and time (normally once every month) for the purposes of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. If no agenda items are submitted the meeting may be cancelled. Neither party shall have control over the selection of the representation of the other party; provided, however, neither party shall have more than four (4) representatives.

3. Academic Advisory Committee.

   The Employer recognizes the requisite expertise and abilities of the Faculty Members to provide valuable input regarding decisions related to educational matters. It is agreed that a procedure is desirable for dealing with specific problems or concerns that may from time to time arise and which require appropriate input of the considered professional judgment of the Faculty Members. To this end there is hereby established an Academic Advisory Committee which shall function in the following manner:

   Such Committee shall consist of four (4) Faculty Members appointed by the Union for a term of at least one year. The committee shall meet monthly at an agreed upon date, time and place with the College President and appropriate administrative staff. More frequent meetings may be held with the mutual agreement of the Committee and the College President. In order to ensure orderly and productive results, an agenda shall be developed by both the Committee and the College President and transmitted at least five (5) days prior to the scheduled meetings. Minutes shall be kept of all meetings and distributed to all participants and the District President. Such minutes shall be distributed on a timely basis. It is agreed by the parties that the Academic Advisory Committee shall not be involved in any matters regarding the administration of this agreement.

4. Additional advisory committees (or other advisory bodies) may be created by the Employer as it may determine. In such instances, the number of Faculty Members will be determined by the Contract Administration Committee, but shall include at least one (1) Faculty Member. Such Faculty Member(s) shall be appointed by the Union. Exemptions from such application are lay advisory committees, student committees, sub-committees of the Board, the District grievance committee, or committees convened for the purpose of selecting classified employees.

   Appointments to committees shall be made on a timely basis, but in no event later than thirty (30) days after the vacancy is known. Failure of the committee to act or to determine a recommendation in a timely fashion shall not act as a bar to administrative action.

ARTICLE XI - ACADEMIC FREEDOM AND RIGHTS

Section A. Classroom Freedom. A Faculty Member shall be free to determine on the basis of his/her special academic competence the content of his/her teaching without undue restraint other than that required by the nature of the curriculum.

Each individual's dignity and beliefs shall at all times be honored in that the right of both the student and instructor to seek the truth, to reason, and to participate freely in discourse shall not be abridged in the course of that inquiry.

Section B. Library Collection. There shall be no censorship of the content of the library collection.

Section C. Constitutional Freedom. The Faculty Member's rights as a citizen shall not be diminished or alienated as a result of employment or retention.

Section D. Freedom of Association. No Faculty Member shall be required to join or refrain from joining any organization as a condition of employment or retention.

Section E. Freedom of Petition and Silence. Individual Faculty Members and organizations shall not be denied the right to state or to refuse to state their views before any legislative, administrative, faculty or public body. As a responsibility of the special position of a member of the academic community, the Faculty Member who makes a public statement will assert whether or not he/she is an authorized spokesperson for Whatcom Community College.

Section F. Additional Rights. Additional rights of Faculty Members concerning tenure, a grievance procedure and personnel records are described in detail in other sections of this Agreement.

ARTICLE XII - PERFORMANCE EXPECTATIONS

Section A. The Employer and the Union are dedicated to the maintenance and improvement of a comprehensive community college as defined by the State of Washington's Community College Act of 1967 and the Master Plan of this District. Essential to this end is the development of a competent, student-oriented, secure and dedicated staff which is uniquely qualified to meet the challenge of the Whatcom County area. Both parties to this Agreement are determined to explore and implement new ways in which to improve the professional standards and the professional competency of the staff at Whatcom Community College.

Section B. The Faculty Union will formulate and recommend to the Academic Advisory Committee and review annually prior to the conclusion of Winter Quarter, expected general standards of performance for Faculty Members and procedures for assessing achievement of standards. Adopted standards and procedures will serve to guide activities of probationary review committees and the formulation of professional development plans by Faculty Members. Faculty are committed to participate in routine institutional evaluations which will include the evaluation of programs and administrators as well as faculty. Assistance shall be provided to facilitate the evaluation process.

Section C. The College will provide all Faculty Members with information regarding performance standards and assessment procedures to be used during his/her employment. This will be supplied when the Faculty Members assumes an assignment.

Section D. The written records of all evaluation conferences and reports will be disclosed to and signed by the Faculty Member as an indication that the employee has knowledge of all information. These records will be included in the personnel file of the Faculty Member.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section A. A grievance is hereby defined as a complaint or claim against the Employer by Faculty Member(s) or the Union arising out of the interpretation or application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

1. Step One: The grievant and the Union representative shall orally present the alleged grievance to the immediate administrative supervisor. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the grievant and the Union representative, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate administrative supervisor shall be given the written grievance and he/she shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the

Union representative. The immediate administrative supervisor shall answer the grievance in writing within five (5) calendar days thereafter and shall concurrently send a copy of the grievance and the answer to the Union.

2. Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the College President or his/her designated representative, provided it is filed with the College President or his/her designated representative not more than seven (7) calendar days after it is answered in Step One. Representative(s) of the Union will be present at any meeting called to consider the grievance at this step. The College President or his/her designated representative shall send his/her written answer to the Union within seven (7) calendar days of the Step Two meeting.

3. Step Three: If no settlement is reached at Step Two, the Union may at its sole discretion within seven (7) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section B. With respect to Section A of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section A above within twelve (12) calendar days after the aggrieved should reasonably become aware of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section A of this Article are not taken, or appeals therein provided for not taken or filed, or notice not given within the time limits therein specified by the grievant or the Union, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer. Failure by the Employer to comply with Step One time limitations shall automatically evoke Step Two. Failure by the Employer to comply with Step Two time limitations shall constitute acceptance of remedy requested.

Section C. Matters subject to arbitration shall be referred to the American Arbitration Association under Voluntary Rules.

Only grievances which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section D. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and

2. Only matters which are applicable to the particular issue presented to the arbitrator.

3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any terms or condition of this Agreement or which is in conflict with the provision of this Agreement; and

4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

8. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

9. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

Section E. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Union and the Faculty Member(s), consistent with the terms of this Agreement.

Section F. General.

1. All matters pertaining to a grievance shall, at the request of any party involved in the grievance, be deemed confidential information and shall not be unnecessarily related, disclosed or divulged by any participant in the grievance process or by any employee or agent of the District.

2. Documents, communications and records prepared or collected by the District in connection with a grievance shall not be placed in a grievant's regular personnel file but shall instead be maintained in a separate file.

3. No Faculty Member of the District who is involved in or participates in a grievance proceeding shall be subjected to any restraint, interference, discrimination, coercion or reprisal as a result of that involvement/-participation.

4. Nothing in this Article shall be construed to preclude the right of a Faculty Member to bring concerns about matters not covered by this Agreement to the attention of the appropriate Employer representative.

5. No application of the terms or procedures of Articles XVI, XVII, XVIII or XIX shall be subject to processing under the grievance procedure.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT

Section A. In order to provide an improved educational environment at Whatcom Community College, Faculty Members, both individually and collectively, are urged to participate in professional development programs.

Section B. One of the purposes of a professional development program will be professional enrichment in order to promote teaching effectiveness. Such program shall include, but not be limited to, the following types of educational activities:

1. Courses related to an employee's discipline or teaching area, courses taken as part of a degree program approved by Whatcom Community College, and regular and special courses offered by Whatcom Community College for staff development purposes. As well as individual professional development, a need is seen for development of professional relationship within the College.
2. Seminars, colloquia, workshops, etc., of specific professional interest and seminars, workshops, institutes, etc., sponsored by industrial and/or professional organizations of a more general professional nature.
3. Job-related participation in field work, clinical experience, domestic or foreign travel, independent research and development activities and creative activity in excess of the normal contractual obligations of the Faculty Member.

ARTICLE XV - WORKING CONDITIONS

Section A. Safety. Faculty Members shall not be required to work under known unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, or the health, safety or well-being of students.

Section B. Consistent with budgetary and funding restrictions, the Employer agrees to:

1. Provide full-time Faculty Members with adequately furnished office space which facilitates preparation for classes, student conferences, and other tasks required by the assignment. Such offices will be located at the employees' primary work stations.
2. Provide work space and storage space for part-time Faculty Members.
3. Provide Faculty Members with adequately furnished lunch/break facilities at each major location.

ARTICLE XVI - RULES AND REGULATIONS GOVERNING TENURE

Section A. Purpose. Consistent with RCW 28B.50.850-869, the Board of Trustees of Community College District No. 21 hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is three-fold:

1. To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Whatcom Community College and all subsequent community college campuses hereafter established within Community College District No. 21; and
2. To define a reasonable and orderly process for appointment of Faculty Members to tenure status; and
3. To assure that tenure is granted to Faculty Members of such character and instructional ability that the District, so far as its resources permit, can justifiably undertake their continuous employment.

Section B. Definitions. As used in this Article, the following terms and definitions shall mean:

1. "Appointing Authority" shall mean the Board of Trustees of Community College District No. 21.
2. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.
3. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment shall also mean administrators who have had or do have status as a teacher, counselor or librarian. Faculty appointments shall not include individuals hired from special funds as provided for in WAC 131-16-400.
4. "Probationary Faculty Appointment" shall mean a full-time faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment.
5. "Probationer" shall mean any individual holding a probationary faculty appointment.
6. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.
7. "Regular College Year" shall mean a faculty appointment inclusive of consecutive fall, winter and spring quarters. The regular college year in all instances shall be deemed to begin with the first fall quarter regardless of the quarter in which the person is first employed.
8. "President" shall mean the President of Community College District No. 21, or in the President's absence, the acting president.

9. "College" shall mean Whatcom Community College, Community College District No. 21.

10. "Review Committee" shall mean a committee composed of three tenured Faculty Members who hold faculty appointments, one student representative who shall be a full-time student chosen by the student association of the College, and one member with administrative responsibilities.

    A separate probationary review committee shall be established for each full-time probationer which shall serve as a standing committee until such time as the probationer is either granted tenure or his employment in a probationary faculty appointment is terminated. Each probationary review committee shall be composed of five persons, three of whom shall be tenured Faculty Members selected by a majority of the tenured and probationary Faculty Members acting in a body within thirty (30) days of the probationer's first full-time appointment. At least one of these faculty shall be a subject area peer of the probationer. The President shall appoint one professional as the fourth member of the committee. It shall be the responsibility of the Presidential appointee to call the first meeting of the probationary review committee. The fifth member shall be a full-time student chosen by the student association. The committee shall choose one of its members as a chairperson. If a vacancy occurs on the committee, the same process for selection of a replacement shall be followed as applied in the selection of the original member. Furthermore, the composition of the committee for probationary Faculty Members appointed prior to the effective date of this policy will be made within thirty (30) days following its adoption.

11. "Full-Time" shall mean an appointment which requires the appointee's fulfillment of full-time responsibility with a full-time load as defined in this agreement between the Employer and the Union.

Section C. Duties and Responsibilities of Probationary Review Committees.

1. The general duty and responsibility of the probationary review committee shall be to assess and advise the probationer of his professional strengths and weaknesses and to make reasonable efforts to encourage and aid him to overcome his deficiencies.

2. The probationary review committee shall meet at the call of the chairman, when in his discretion the need for such a meeting arises, provided that the committee shall meet with the probationer at least twice during each of the first two quarters of employment and once during all other quarters and, additionally within ten (10) days of the receipt of a written request setting forth good cause to meet as directed to the chairman by the probationer.

3. The substance of all meetings will be recorded in written form and will be forwarded through administrative channels to the appropriate administrator or College President. Observed deficiencies should be put in writing and discussed in conference as soon as possible. Both the committee and the probationer must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the

probationer in meeting the requirements of his assigned duties and in filling the objectives set by the committee. The written records of all conferences, reports and evaluations will be disclosed to and signed by the probationer as an indication that the probationer has knowledge of all probationary information.

4. The first order of business for each probationary review committee shall be to establish the procedure and develop the criteria it will utilize in evaluating the performance and professional competence of the full-time probationer assigned thereto. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his appointment. The review committee will be responsible for furnishing the probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. Such procedure shall provide the probationer with the right to appear before the committee and make presentations. A probationary review committee's evaluation procedures should include one or more of the following:

   a. Classroom observations by members of the probationary review committee;

   b. Student evaluation administered by a student service representative;

   c. Assessment of the probationer's participation in professional activities both on and off campus;

   d. Self-evaluation; and

   e. The probationer shall have the right to determine one of the above or an additional method or procedures of evaluation.

5. Each probationary review committee shall be required to conduct an ongoing evaluation of the full-time probationer assigned thereto and render the following written report to the probationer, the President and the appointing authority on or before the designated times during each regular college year such appointee is on probationary status; or, as is also required within fifteen (15) days of the President's written request therefore:

   a. A written progress report after fall quarter outlining the probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the probationer to improve his deficiencies.

   b. A written evaluation of each full-time probationer's performance including the degree to which the probationer has overcome stated deficiencies on or before February 15 of such year. The review committee shall obtain the probationer's written acknowledgement of receipt of the written evaluation. The probationer shall have the right to answer the evaluation report in writing and attach his answer to the report.

c. A written recommendation that the appointing authority award or not award tenure, such written recommendations to be submitted at times during the regular college year deemed appropriate by each probationary review committee, provided that during such probationer's third regular college year of appointment the probationary review committee shall, prior to February 15 of such regular college year, make a written recommendation as to the award or non-award of tenure. The probationary Faculty Member shall have the right to submit to the appointing authority, through the President, an oral or written answer to an adverse report and/or recommendation.

Failure of any review committee to make such written recommendation by February 15 of a probationer's third consecutive regular college year shall be deemed a recommendation neither for nor against the awarding of tenure and the appointing authority may award or deny tenure based upon this type of recommendation by the committee.

6. The final decision to award or withhold tenure shall rest with the appointing authority after it has given reasonable consideration to the recommendations of the probationary review committee.

7. All written evaluations and recommendations prepared and submitted by a probationary review committee pursuant to these rules shall include the committee's findings and supportive data and analysis.

8. On or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing authority shall notify him of the decision to either grant him tenure or not renew his appointment for the ensuing year. Nothing herein shall be construed to preclude granting of tenure to a Faculty Member originally employed winter or spring quarter by the end of the ninth quarter.

9. This appointment to tenure is effective until the Faculty Member resigns or is dismissed for "sufficient cause" and by due process.

Section D. Designation of Administrative Appointments. A tenured Faculty Member, upon appointment to an administrative position, shall be allowed to retain tenure as a Faculty Member. However, persons assigned administrative responsibility and authority will occupy positions for which the privileges of tenure cannot be extended. Administrative positions for such purposes shall be defined as those exempt appointments not in the bargaining unit.

ARTICLE XVII - DISMISSAL OF A TENURED OR PROBATIONARY FACULTY MEMBER FOR SUFFICIENT CAUSE

Section A. Statement of Cause for Dismissal. When reason arises to question the fitness of a tenured or probationary Faculty Member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured Faculty Member shall not be dismissed except for "sufficient cause," nor shall a Faculty Member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause." No tenured Faculty Member shall suffer loss of tenure because of reassignment to a specially funded program. "Sufficient cause" shall include but is not limited to:

1. Aiding and abetting or participating in:
    a. Any unlawful act of violence.
    b. Any unlawful act resulting in destruction of community college property.
    c. Any unlawful interferences with the orderly conduct of the educational process.
2. Incompetency.
3. Willful or knowing violation of District policies, rules or regulations.
4. Illegal conflict of interest.

Section B. Initiation of Dismissal Proceedings.

1. a. When the President initiates a formal written complaint about a tenured Faculty Member which may warrant dismissal, he shall inform that Faculty Member with a statement of cause. The President will meet with the Faculty Member, the Area Coordinator and the appropriate Dean. The Faculty Member may request a Union representative at this meeting and at any subsequent meetings.

    b. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutally agreed upon at which time the case will either be:

        (1) closed,
        (2) dismissal recommended,
        (3) not closed but dismissal is not recommended.

2. If the case is not closed but dismissal is not recommended:

    a. Attempts to eliminate the deficiency shall be made by the appropriate administrator, Area Coordinator and the Faculty Member. Suggested methods of improvement with a time line agreeable to the President shall be developed by this group.

    b. During the prescribed period, meetings shall be held between the Faculty Member, Area Coordinator and appropriate administrator to assist the Faculty Member to eliminate the deficiency.

    c. At the end of this period, the President shall call a meeting of the Faculty Member, the Area Coordinator and the appropriate administrator for a report of all findings including recommendation to the President. The recommendations shall provide for: dropping the charges of deficiency, review at a designated later date, or dismissal procedures.

Section C. Dismissal Review Committee and Dismissal Procedures. The establishment of a dismissal review committee and all further dismissal procedures shall be conducted in accordance with Article XIX, Hearing Procedure for Dismissals.

ARTICLE XVIII
REDUCTION-IN-FORCE POLICY

Section A. Purpose. This article shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of probationary Faculty Members prior to the written term of their individual appointment or tenured Faculty Members. Reduction-in-force shall include, but not be limited to, any of the following grounds:

1. Inadequate funding to the College or to a specific program or individual discipline within the College.
2. Program termination or reduction.
3. Significant decreases in enrollment in the College or in some program or individual discipline.
4. Changes in educational policy.
5. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, 2nd Ex. Ses. ch. 13 § 1 under the following conditions:
    a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
    b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section B. Basis for Selection.

1. Reduction-in-Force Units and Procedure for Assignment.
    a. Reduction-in-force units shall be designated in Article IV, Section A and identical to the academic instructional and support areas. Each tenured and probationary Faculty Member shall be assigned to only one of these units, based upon the Faculty Member's major assignment.
    b. The Contract Administration Committee will develop and recommend a reduction-in-force list to the President annually. This list will be distributed to Faculty Members prior to the conclusion of fall

quarter. The list shall rank each Faculty Member in the appropriate unit in accordance with the seniority procedures defined herein and shall designate whether the individual is a probationary or tenured Faculty Member.

c. Full-time Faculty Members who hold special funded positions and Non-Faculty Members who hold tenure under the laws of the State of Washington shall be included in the above lists for informational purposes only.

d. Disputes regarding reduction-in-force unit assignments shall be appealed to the Contract Administration Committee and if not resolved shall be submitted to the President.

2. Order of Reduction.

a. Prioritizing of courses, programs and services. If the number of Faculty Members is to be reduced, the President, after consultation with the Academic Advisory Committee and with such other advice he deems necessary, shall decide which courses, programs and services are most necessary to maintain quality education. The President shall declare the duties associated with such courses, programs and services to be essential and thus not subject to reduction-in-force. In making decisions on reductions, the President may consider factors including but not limited to:

(1) Budget limitations.
(2) The enrollment and the trends in enrollment for six (6) consecutive quarters (excluding summer quarters), if applicable, and their effect upon each area or program.
(3) The past, present and anticipated needs and use of services of the college by its students and prospective students.
(4) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.
(5) Changes in educational policies and goals.
(6) Staffing needs.

b. Selection of Individuals.

(1) If a reduction is determined to be necessary within a reduction-in-force unit, the President shall observe the following order of lay-off:

First--Full-time probationary Faculty Members in order of least seniority,
Second--Full-time tenured Faculty Members in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that:

(a) Strict adherence to it would result in no qualified individual being available to fully perform all duties of an essential course or program.

(b) Strict adherence to it would cause a regression in the progress of the college towards its affirmative action goals.

(2) A Faculty Member affected by a reduction-in-force may be reassigned to another area provided professional qualifications are adequate. Such reassignment shall be made by the President following recommendation from the appropriate Dean and the Area Coordinator in the area of reassignment. The Faculty Member involved will be consulted prior to reassignment. The unavailability of Faculty Members to exercise such an opportunity for consultation shall not bar the reassignment.

c. Seniority. Seniority shall be determined by establishing the effective date of the first full-time contract for the most recent period of continuous full-time professional service in the bargaining unit for Whatcom Community College. This period of continuous service shall include all authorized leaves of absence. The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where Faculty Members have the same effective date of the first full-time contract, seniority shall be determined by the effective date of the first contract as a Faculty Member at Whatcom Community College. In the event that the Faculty Members are still tied, seniority shall be determined in the following descending order:

(1) First date of signature of an employment contract.
(2) First date of signature of letter of intent.
(3) First date of application for employment.

Section C. Reduction-in-Force Procedure.

1. Determination of Necessity of Reduction-in-Force.

a. In the event that the President determines that a reduction-in-force may be necessary, he shall give notice of the potential reduction-in-force and extent thereof to the Union. This notice shall be in writing and shall include the reasons upon which the President's conclusion shall have been based.

b. Within five (5) days from the date of this notice, a three-member committee of the Union shall be provided with an opportunity to meet with the President regarding the problems arising out of the emergency situation facing the District. The Union representatives and the College President and designees shall meet to: 1) discuss the potential need to implement a reduction-in-force, 2) discuss any alternatives or options which either party feels are reasonably available, 3) allow the Union representatives opportunity to influence the President's planning, and 4) to provide opportunity for the Union representatives to acquire information necessary to develop a possible alternative proposal. The meetings shall be for the purpose of considering options such as:

(1) Examination of the College budget by the administration and Union for the purpose of identifying potential budget savings.

(2) The transfer of Faculty Members from one area or division to another in instances wherein an individual has adequate qualifications.

(3) Providing the means by which a Faculty Member threatened by a potential reduction-in-force can gain additional competencies in those areas considered necessary to the maintenance of quality education within the District. These means would include Professional Leave priority, transfer to an administrative or non-teaching position, use of activity supervision as part of the academic load, arrangement of employment schedules, etc.

(4) Use of summer quarter and/or night classes as a regular part of the college year, in an emergency situation, to give a Faculty Member a full academic load.

(5) Encouragement of non-mandatory early retirements in those instances wherein such retirements would work little or no hardship upon the retiree and would provide a means whereby the College might continue to offer employment to a less senior Faculty Member threatened by reduction-in-force.

During these discussions the President will document his findings by supplying data that may be reasonably produced. Such meetings shall conclude within ten (10) days from the date of the notice of potential reduction-in-force. In the event that the Union fails to respond to the notice issued by the President, or upon the conclusion of ten (10) days, the President shall submit his recommendations to the Board of Trustees.

c. In the event the President determines a reduction-in-force to be necessary, he shall develop and submit to the Board of Trustees recommendations regarding the extent of such reduction. Such recommendations shall protect the instructional capacity and flexibility required to maintain the highest quality education possible for students. The Union may also present alternatives to reduction for the Board's consideration.

d. The Board of Trustees in its role of appointing authority shall make the final determination regarding the necessity of a reduction-in-force and extent thereof. Any court review of such decisions shall not act as a stay to any further actions taken by the Board in accordance with this Section.

2. Designation of Remaining Steps. Subsequent steps in the procedure for reduction-in-force are specified in Article XIX, Hearing Procedure for Dismissals.

Section D. Rights of Laid-Off Faculty Members. Recall Lists shall be created and maintained for each affected reduction-in-force unit at Whatcom Community College. The names of those Faculty Members laid off shall be placed on the appropriate Recall Lists according to seniority. Recall shall be in order of reverse seniority; those qualified Faculty Members at the highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual lay-off. No new hire shall be permitted to fill Faculty Member vacancies at the College unless there are no qualified Faculty Members on the Recall Lists to fill the vacancies. The name of any Faculty Member refusing a recall offer shall be removed from the Recall List, and said Faculty Member will no longer be considered eligible for recall. It is the responsibility of those Faculty Members desiring recall to furnish the College with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, Faculty Members shall retain all benefits such as sick leave, tenure, and seniority which had accrued up to the day of lay-off.

Section E. Special Provision. Upon the request of a Faculty Member laid off for reasons of this policy, the President shall write a letter for presentation to other institutions stating: (1) the reasons for said layoff, (2) the qualifications of the affected Faculty Member, and (3) any other pertinent information which may be of assistance in securing another employment position.

ARTICLE XIX
HEARING PROCEDURE FOR DISMISSALS

Section A. Notice of Dismissal. After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected Faculty Member and provide copies to the Dismissal Review Committee. The notice shall include:

1. A statement of the legal authority and jurisdiction under which the hearing is to be held;
2. A reference to the particular rules of the College that are involved;
3. A short and plain statement of the matters asserted.
4. In the case of a reduction-in-force for the reasons set forth in Article XVIII, Section A (1)-(4), the notice shall include a statement of (a) the grounds for reduction-in-force as delineated in Article XVIII, Section A (1)-(4) and (b) the basis for selection of the affected Faculty Member. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A (5), this shall clearly indicate the separation is not due to the job performance of the Faculty Member and hence is without prejudice to such Faculty Member and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Article XVIII, Section A (5). The notice must also indicate the effective date of separation from service.

Section B. Request for Hearing.

1. In the cases of dismissal for sufficient cause or reduction-in-force for the reasons set forth in Article XVIII, Section A (1)-(4) the affected Faculty Member shall have twenty (20) days from the date of the notice of dismissal to make a written request for a hearing. If the affected Faculty Member does not request such a hearing from the President of

the College within seventeen (17) days, the President will request a written determination from the Faculty Member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the Faculty Member fails to respond within the twenty days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.

2. In the case of reduction-in-force for reasons set forth in Article XVIII, Section A (5) the affected Faculty Member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected Faculty Member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the Faculty Member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the Faculty Member fails to respond within the ten days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.

3. The decision of a Faculty Member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

Section C. Notice of Hearing. The President shall notify in writing the committee and the affected Faculty Member of the time, place and nature of the hearing. The hearing may be held no fewer than ten (10) days after written notice that such hearing is scheduled.

Section D. Composition of Dismissal Review Committee. A five-member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than November 1 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) tenured Faculty Members representing the faculty who shall be selected by a majority of the tenured and probationary faculty acting in a body. The Faculty Members on the initial Dismissal Review Committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.

In no case shall a member of the committee sit in judgment of his or her own case.

In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

Section E. Procedural Rights of Affected Faculty Members. An affected Faculty Member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the

witness reduced to writing shall be disclosed to the Faculty Member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.

2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.
5. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.
6. The right to have a representative of the Union present at the hearing.
7. The right to have witnesses sworn and testify under oath.

Section F. Hearing Officer.

1. Appointment.

   a. The Board of Trustees shall attempt to appoint a neutral hearing officer agreeable to both parties to preside over each dismissal review hearing. The President and the Faculty Member shall attempt to agree on an acceptable individual or one acceptable individual from a list of potentially available neutral hearing officers. In the event that there exists a disagreement between the President and the Faculty Member regarding the appointment of a neutral hearing officer, the Board of Trustees shall make the appointment.

   b. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A (5) at the time of a Faculty Member's or Members' request for formal hearing said Faculty Member's or Members' may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a Faculty Member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, That where there is more than one Faculty Member affected by the Board of Trustees' reduction-in-force such Faculty Members requesting hearing must act collectively in making such request: PROVIDED FURTHER, That costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the Faculty Member or Faculty Members requesting hearing.

2. Duties. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and any procedural rules adopted by the District. The duties of the hearing officer include:

   a. Administering oaths and affirmations, examining witnesses, and receiving evidence; no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;

b. Issuing subpoenas;

c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

d. Regulating the course of the hearing;

e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

f. Disposing of procedural requests or similar matters;

g. To make all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;

h. To appoint a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. To allow the review committee to hear testimony from all interested parties, including but not limited to Faculty Members and students, and review any evidence offered by same.

j. To prepare his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reductionin-force for reasons set forth in Article XVIII, Section A(5), the written recommendation of the hearing officer will be presented to the President, committee, affected Faculty Member, and the Board of Trustees.

k. To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

   1. All pleadings, motions and rulings;
   2. All evidence received or considered;
   3. A statement of any matters officially noticed;
   4. All questions and offers of proof, objections and rulings thereon;
   5. His or her proposed findings, conclusions of law, and a recommended decision;
   6. A copy of the recommendations of the Dismissal Review Committee.

l. To decide, with advice from the Dismissal Review Committee whether the hearing shall be open to the educational community or whether particular persons should be permitted or excluded from attendance.

m. To assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

n. To consolidate individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in Article XVIII, Section A(5), the hearings shall be consolidated; and such consolidated hearing shall be concluded within the time frame set forth herein.

o. To take any other action authorized by rule consistent with this chapter.

p. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued; (b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular Faculty Member or Members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further Dismissal Review Committee action.

Section G. Responsibilities of Dismissal Review Committee. The responsibilities of the committee shall be:

1. To review the case of the proposed dismissal.

2. To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses.

3. To hear testimony from all interested parties, including but not limited to other Faculty Members and students and review any evidence offered by same.

4. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after conclusion of the formal hearing and within seven (7) days in the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), the written recommendations of the committee will be presented to the hearing officer, President, the affected Faculty Member and the Board of Trustees.

5. Failure of any dismissal review committee to make written recommendations regarding dismissal within the prescribed time shall be deemed a recommendation neither for nor against dismissal and the hearing officer and the Board of Trustees may proceed without the recommendation.

Section H. Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.

2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3. The Board may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within five (5) days following the conclusion of its review, notify the charged Faculty Member in writing of its final decision, and the effective date of dismissal.

Section I. Effective Date of Dismissals. The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5), failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article XVIII, Section A(5) , separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

Section J. Suspension.

1. Procedural Suspension. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

2. Suspension for Probable Sufficient Cause.

    a. At any time after the President notifies a faculty member in writing of charges in support of dismissal for probable sufficient cause, as defined in Article XVII, the President may suspend the Faculty Member in question with or without salary.

    b. If the Board of Trustees determines not to dismiss a Faculty Member who has been suspended for probable sufficient cause, the Faculty Member will be awarded any salary payments which have been withheld during the period of suspension.

Section K. Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the Faculty Member, the Dismissal Review Committee, administrative officers or the Board of Trustees until all administrative proceedings and appeals have been completed.

Section L. Appeal from Board of Trustees Decisions. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section M. Grievance Procedure. The grievance procedure of this contract shall not be applicable to dismissals.

ARTICLE XX - NO WORK-STOPPAGE

The Employer and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout.

The Employer agrees it will not lock out any or all of its Faculty Members during the term of this Agreement and the Union agrees on behalf of itself and its membership that there shall be no strike or slowdown during the term of this Agreement. This Article shall not be applicable in the event of a dispute between the parties arising during a bona fide reopening of this Agreement.

ARTICLE XXI -RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the utilization of District resources is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE XXII - SCOPE OF AGREEMENT

Section A. It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

Section B. This agreement constitutes the negotiated agreement between the Employer and the Union and supersedes any previous agreements or understandings, whether oral or written, between the parties.

Section C. Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section D. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Section A of this Article and in Article XXIII, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section E. Nothing contained herein shall be construed to deny or restrict to any Faculty Member rights and responsibilities he may have under the laws of the State of Washington and the United States or other applicable regulations.

ARTICLE XXIII - DURATION

This agreement shall remain in full force and effect from November 1, 1985 to and including August 31, 1987. Negotiations for a subsequent agreement shall commence upon the request of either party on or after March 1, 1987, except that either party reserves the right to reopen ARTICLE VI as of February 1, 1986 or if and when the Washington State Legislature appropriates funds for salary increases.

SIGNED This 12th day of November, 1985. at Bellingham, Washington.

FOR THE UNION

Douglas O. McKeever
President
Whatcom Community College
Federation of Teachers

FOR THE EMPLOYER

Chairman
Whatcom Community College
Board of Trustees

Approved as to form only this
_____ day of __________, 1985:

Wendy Bohlke
Assistant Attorney General

TCCFT

A NEGOTIATED AGREEMENT

BETWEEN

TACOMA COMMUNITY COLLEGE FEDERATION OF TEACHERS

AND

TACOMA COMMUNITY COLLEGE, DISTRICT XXII

EFFECTIVE DATE

JUNE 20, 1987 - JUNE 19, 1988

JC 870 524

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0.00 PREAMBLE

0.10 Purpose

The purpose of this agreement is to promote a harmonious and mutually supportive relationship between the two components of the educational community who are signatories of this agreement - the Board of Trustees and the Administration, and the Tacoma Community College Federation of Teachers (Local 2196, American Federation of Teachers) - by encouraging a spirit of cooperation between these groups for their mutual advantage and in the public interest. Pursuant to the provisions of RCW 28.B.52, the undersigned have entered into this agreement for the purpose of promoting a sound and stimulating work climate for the academic employees of the Tacoma Community College District as defined below.

0.20 Definitions

(a) College - Washington State Community College District XXII shall hereinafter be termed the "college."

(b) Academic Employee - Any teacher, counselor, librarian, or department head, who is employed by the college, with the exception of the president (the Chief Administrative Officer) and any other administrator in the college, shall hereinafter be termed "academic employee." This definition shall include part-time as well as full-time personnel.

(1) Full-Time Academic Employee - A full-time academic employee is one who is employed by the college for an entire contractual year and who works a full-time load as specified in Article 6.00, "Contractual Year and Load."

(2) Part-time Academic Employee - A part-time academic employee is one who is employed by the college on a quarterly basis for a workload within the specifications of Article 6.00.

(3) Temporary Academic Employee - A temporary academic employee is one who is employed by the college on a full-time basis, at a full-time rate of pay proportionate to workload, for a specific task and for a specific number of days which may differ from the contractural year. An employee shall not be retained on a temporary status for more than two consecutive years except when his or her position is funded from a grant or special service agreement. An academic employee hired under these circumstances can continue in his or her position until the termination of the grant or special service agreement. Temporary academic employees are entitled to all rights and benefits of a full-time employee in proportion to their workload, except tenure and seniority.

(c) Administrator - Any person employed either full or part time by the college who performs administrative functions at least 50% or more of his or her assignment, and has responsibilities to hire, dismiss, or discipline other employees shall hereinafter be termed "administrator."

(d) Management - The president of the college, administrators as defined above, and the Board of Trustees of the college shall be hereinafter termed "management."

(e) Union - The Tacoma Community College Federation of Teachers (Local 2196, American Federation of Teachers) shall hereinafter be termed "the union," and is hereby recognized by management as the designated representative employee organization for all academic employees.

0.20 Definitions - (Continued)

(f) Academic Year - The regular college year consisting of fall, winter, and spring quarters shall hereinafter be termed "academic year."

(g) SBCCE - The Washington State Board for Community College Education shall hereinafter be termed "SBCCE."

(h) Base - For the purpose of discussing compensation for full-time academic employees, whether in Article 4.00 or any other article of this Negotiated Agreement, the first step of Column II of 4.10, of the Academic Employee Full-time Salary Schedule, shall hereinafter be termed the "base."

0.30 Conditions of Agreement

(a) Applicability - The provisions of this agreement apply to all academic employees who are employed by the college. However, for certain positions which are funded solely by grants, special service agreements, or other non-traditional funding sources, there may be exceptions to provisions of the negotiated agreement. All such exceptions shall be reported to the union. Should disagreement exist concerning exceptions, the matter will be referred to the Union-Management Committee (3.10).

(b) Individual Employment Agreement - An individual employment agreement will be established between the Board and each academic employee. Such individual employment agreements shall be subject to and consistent with the terms of this Negotiated Agreement. Copies of individual employment agreement forms for full and part-time academic employees are contained in Appendix A. Management has the right to modify these forms but management's exercise of this right shall not alter the conditions of this Negotiated Agreement. During contract negotiations, management will not issue individual employment agreements to academic employees before ratification of the Negotiated Agreement without a discussion with the union, at least one week prior to mailing provisional individual employment agreements.

(c) Supersedure - This agreement shall supersede any rules, regulations, or practices of management that shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of management.

(d) Agreements Binding Except for Unlawful Parts - It is agreed that the provisions of this agreement are binding on both parties and that management, union or their representatives shall take no action in violation of or inconsistent with any provisions of this agreement. If any provision in this agreement shall be determined, by an Act of the State Legislature or ruling by a court of competent jurisdiction, to be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law. In such cases, all other provisions of this agreement shall continue in full force and effect.

0.30 Conditions of Agreement - (Continued)

(e) Contractual Agreement - The parties agree that all negotiable items herein have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be reopened except as provided for in Article 13.00 of this agreement.

(f) Number of Signed Copies - There shall be two signed copies of this agreement, one to be retained by the union and one to be retained by management.

(g) Copies to Academic Employees - Within one (1) month of the ratification of this agreement by both parties, management agrees to provide copies of the agreement to all academic employees, those hereafter employed under its terms, and all those offered employment, and an additional 50 copies will be provided to the union at cost.

(h) Individual Rights Reserved to Employees - Nothing contained in this negotiated agreement shall be construed to deny to an academic employee his or her rights under the United States Constitution, Federal or Washington State law or regulations.

1.00 UNION RIGHTS AND RESPONSIBILITIES

1.10 Union Rights

(a) Bulletin Boards - The union shall be assigned a reasonable amount of existing bulletin board space for organizational announcements in each building in which academic employees are assigned offices.

(b) Mail Boxes - Individual mail boxes shall be provided for part and full-time academic employees except that no mail boxes will be required for employees with whom the college conducts all affairs by United States mail.

(c) Union Office - The union shall be provided a faculty office for organizational use, to be assigned by the college president, or his designee, subject to the rental payment of $10.00 per month.

(d) Space for Organization Activities - Classrooms and other campus space shall be made available to the union for organizational activities provided that such use is requested and scheduled according to district procedures relating to the use of such facilities by non-profit organizations and provided that such use does not interfere with the programs and services of the college.

(e) Employee Orientation - The union president or his designee shall be authorized to participate in the planning and implementation of orientation activities for new academic employees toward the end that all new academic employees shall become informed of the union's program and services.

(f) Membership Meetings - The union shall have the right to convene membership or other organizational meetings at on-campus locations as provided for above, providing an individual employee's participation does not conflict with his or her primary assignment.

(g) Release Time

(1) For fall, winter and spring quarters of each year covered by this Negotiated Agreement, management agrees to provide the union president or his designee with one-third (1/3) release time from his or her primary assignment. Management further agrees to provide one-third (1/3) release time to one (1) union member designated as a negotiator for the union during the spring quarter the designated member is negotiating. Such release time will be defined in agreement with the supervising dean. Office hours, advising, and other assignments shall be proportionate to the instructional load carried. The union shall be provided such additional release time for organizational purposes as is specifically funded by the union at the applicable part-time rate of pay.

(2) The union president or his designee may attend legislative hearings upon invitation, State Board meetings, State Board committee meetings provided his or her classes are covered, and shall be limited to no more than six (6) meetings per quarter.

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1.10 Union Rights - (Continued)

(3) The union president or his designee may attend on contracted days union sponsored regional or statewide meetings limited to no more than one (1) per quarter, and provided that classes are covered.

(4) In both instances cited in paragraphs (2) and (3) above, neither travel nor expenses will be paid by the college, but no deductions will be made for time away from campus.

(h) Payroll Deductions of Union Dues - Management shall provide for payroll deduction of union dues upon written authorization by each academic employee. Payroll deduction authorization forms submitted to the business office by the tenth of the month shall be recognized as effective for that month and each month thereafter until written cancellation is submitted by the employee. Management shall deduct from the pay of each academic employee, from whom it receives an authorization to do so, the required amount for the payment of union dues. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore shall be forwarded to the union office no later than thirty (30) days after such deductions were made.

1.11 Exercise of Rights

The exercise of the rights of the union shall be consistent with the terms of this Negotiated Agreement.

1.20 Union Responsibilities

(a) Organizational Costs - The union shall assume financial responsibility for costs related to organizational activity on campus, such as: postage, long distance telephone charges, office supplies, secretarial and clerical services.

(b) Alternate Space - The union agrees to relinquish, upon 30 days notice, the rented office space and to accept reasonable alternate space in accord with the needs of the college as determined by the college district president.

(c) Committee Lists - Upon request, the union shall provide management with a complete list of all union committees including the names of all academic employees serving on those committees.

2.00 MANAGEMENT RIGHTS AND RESPONSIBILITIES

2.10 Management Rights

Management, on its own behalf and on behalf of the public and of the appointing authority, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Washington, and of the United States. Without limiting the generality of the foregoing, management shall have the following rights:

(a) Management and Control - To execute management and administrative control of the college district's resources;

(b) Hiring - To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion, and to promote and transfer all such employees;

(c) Programs and Services - To establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural and social activities for students and the community, all as deemed necessary or advisable by management;

(d) Employee Assignments - To decide upon the duties, responsibilities and assignments of academic employees with respect to teaching assignments, to administrative and non-teaching activities, and to specific terms and conditions of employment; provided that, an employee will not be assigned courses or duties which the employee is not competent to perform, and which are inconsistent with the terms of this Negotiated Agreement.

2.11 Exercise of Rights

The exercise of the rights of management shall be consistent with the terms of this Negotiated Agreement.

2.20 Management Responsibilities

(a) Non-Discrimination - Management will not discriminate against any academic employee or applicants for any positions (a) because of their membership or non-membership in any employee organization, (b) because of race, creed, color, sex, national origin, or age, or (c) because of the exercise of any other rights given said employee under RCW 28.B.52, other State or Federal law and the Constitution of the United States.

(b) Information and Reports

(1) Upon written request to the college president, copies of institutional data, if available, shall be loaned to the union or made available to it for inspection at no cost. Management agrees to notify the union president of the availability of such data within three (3) working days of the data's availability on campus. Examples of such data are:

2.20 Management Responsibilities - (Continued)

(aa) Tenth Day Report - Report of tenth day enrollment figures reported to SBCCE.

(bb) Final Quarterly Report - Report of final quarter enrollment figures for every section offered by the college.

(cc) Budget Reports - The union shall be granted access to all pertinent budget documents and shall be granted the right to make copies at its expense. Such documents shall include but not be limited to: copies of the detailed process, forms, scheduling, preliminary compilation of division requests, detailed monthly status reports, and a copy of the college's final budget.

(dd) Reports Exchanged With SBCCE - Formal reports routinely submitted to the SBCCE or received from it.

(2) In addition, management agrees to supply the union president with certain other information. Examples of such information are:

(aa) Individual Employment Agreements - A copy of each individual employment agreement established between the Board and each academic employee, noting the academic employees' specific assignment.

(bb) Notice of Regular Board Meetings - Three (3) copies of the monthly Board of Trustees Meeting packet, including a detailed meeting agenda, minutes of the previous meeting, copies of all proposed resolutions and supporting data, and copies of all reports. These meeting packets will be given to the union president at least five (5) working days before the scheduled board meeting.

(cc) Notices of Special Board Meetings - A copy of the detailed agenda and supporting materials for all special Board meetings, including study sessions. These materials will be given to the union president at least one working day before the scheduled special meeting or study session.

(dd) Committee Lists - A copy of an annual listing of all campus committees, sub-committees and councils and their membership.

3.00 UNION-MANAGEMENT RELATIONS

3.10 Union Management Committee

(a) Establishment and Purpose - Union and management agree to establish and maintain a joint Union-Management Committee, consisting of two union representatives appointed by the union and two management representatives appointed by management. The purposes of this committee will be to review matters covered by this Negotiated Agreement and to recommend the resolution of problems related thereto. However, the committee is not to be used as a substitute for the existing grievance procedure.

(1) The committee will not discuss any concerns which the members feel have not been taken through established channels of authority, but will refer such matters to the proper administrator.

(2) The members of the committee may consider amending the Negotiated Agreement, with the approval of their constituancies; but the committee is not to be used to continue the negotiations process.

(b) Meetings - Meetings of the Union-Management Committee will be scheduled on call of either party, through its spokesman. Meetings shall be scheduled at mutally agreeable times, but not later than three working days from the date of the request. Meeting requests will be in writing from one spokesman to another and will specify the items of concern. During a requested meeting, and for the minutes, the two spokesmen may mutually determine the agenda and time for the next meeting.

(c) Chairperson - A management designated spokesman shall preside as Chairperson of the first meeting; thereafter, the Chairperson will rotate between union and management spokesmen.

(d) Minutes - Meeting minutes will be taken by a person designated by the Chairperson. The minutes shall identify each topic which is discussed and its disposition in terms of action or recommendations. Copies of the minutes of each meeting will be reviewed and initialed by the union and management spokesmen before distribution. It is mutually agreed that such minutes should be signed within five (5) working days after a meeting and that within eight (8) working days after a meeting copies of the approved minutes will be furnished to each member of the committee. Additional copies will be sent to each faculty office building, the college president, the union president and the Board.

(e) All items handled by the Union-Management Committee which alter the terms of the Negotiated Agreement in amendment shall be ratified by both the Board of Trustees and the Bargaining Unit before having the force of policy.

3.20 Representatives

Management agrees that accredited representatives of the AFL-CIO and American Federation of Teachers, whether local, state, regional or national, will have the same access to the college and its facilities as any other person(s) from the community.

4.00 ACADEMIC EMPLOYEE COMPENSATION

4.10 Full-time Salary Schedule September, 1987, through February, 1988.

Experience		Educational Qualifications							
		Column 1		Column II		Column III		COLUMN IV	
		B.A. Degree or Certification		Master's Degree		Master's Degree plus 70 quarter hours beyond the B.A. Degree		Master's Degree plus 90 quarter hours beyond the B.A. Degree	
Years	Step								
0	1	0.90	16,310	BASE	18,122	1.10	19,934	1.20	21,746
1	2	0.98	17,760	1.08	19,572	1.18	21,384	1.28	23,196
2	3	1.06	19,209	1.16	21,022	1.26	22,834	1.36	24,646
3	4	1.14	20,659	1.24	22,471	1.34	24,283	1.44	26,096
4	5	1.22	22,109	1.32	23,921	1.42	25,733	1.52	27,545
5	6	1.30	23,559	1.40	25,371	1.50	27,183	1.60	28,995
6	7	1.35	24,465	1.45	26,277	1.55	28,089	1.65	29,901
7	8	1.40	25,371	1.50	27,183	1.60	28,995	1.70	30,807
8	9	1.45	26,277	1.55	28,089	1.65	29,901	1.75	31,714
9	10	1.50	27,183	1.60	28,995	1.70	30,807	1.80	32,620
10	11	1.55	28,089	1.65	29,901	1.75	31,714	1.85	33,526
11	12	1.60	28,995	1.70	30,807	1.80	32,620	1.90	34,432

Longevity (3%) = 544 (6%) = 1,087 (9%) = 1,631

Doctorate = $1,812

4.10 Full-time Salary Schedule March, 1988, through June, 1988.

Experience		Educational Qualifications							
Years	Step	Column 1 B.A. Degree or Certification		Column II Master's Degree		Column III Master's Degree plus 70 quarter hours beyond the B.A. Degree		COLUMN IV Master's Degree plus 90 quarter hours beyond the B.A. Degree	
0	1	0.90	16,671	BASE	18,523	1.10	20,375	1.20	22,228
1	2	0.98	18,153	1.08	20,005	1.18	21,857	1.28	23,709
2	3	1.06	19,634	1.16	21,487	1.26	23,339	1.36	25,191
3	4	1.14	21,116	1.24	22,969	1.34	24,821	1.44	26,673
4	5	1.22	22,598	1.32	24,450	1.42	26,303	1.52	28,155
5	6	1.30	24,080	1.40	25,932	1.50	27,785	1.60	29,637
6	7	1.35	25,006	1.45	26,858	1.55	28,711	1.65	30,563
7	8	1.40	25,932	1.50	27,785	1.60	29,637	1.70	31,489
8	9	1.45	26,858	1.55	28,711	1.65	30,563	1.75	32,415
9	10	1.50	27,785	1.60	29,637	1.70	31,489	1.80	33,341
10	11	1.55	28,711	1.65	30,563	1.75	32,415	1.85	34,268
11	12	1.60	29,637	1.70	31,489	1.80	33,341	1.90	35,194

Longevity (3%) = 556 (6%) = 1,111 (9%) = 1,667

Doctorate = $1,852

4.20 Schedule Placement

All new full-time academic employees shall be placed on the full- time salary schedule at the beginning of their contracted employment. New employees shall be fully informed by addendum to their individual contract of the factors that determined their placement on the salary schedule and that could affect their progress on the salary schedule. These factors include but are not limited to degrees, college credits, and work and military experience. The union and the employee will receive copies of this addendum.

4.21 Step Placement

The step placement of all full-time academic employees on the full- time salary schedule shall be based on documented experience. Step placement shall be rounded off to the nearest whole year after all experience from sections (a), (b), and (c) have been added together.

(a) Educational Employment Experience - Full credit shall be given for previous applicable educational employment within the last 20 years.

(b) Non-Educational Employment Experience - Full credit shall be given for applicable experience directly related to the primary assignment of the academic employee at Tacoma Community College in a non-academic setting for the most recent four years of such experience and half credit shall be given for the preceeding ten, provided all applicable experience has been within the last 15 years.

(c) Military Experience - Credit for active military service on a year-for-year basis will be granted to a maximum of two years, except where such experience is directly related to the individual's primary assignment at Tacoma Community College, in which case credit will be allowed as if it were professional experience in a non-academic setting.

(d) Step placement granted to individuals by previous salary policies shall remain in force for those individuals and shall not be subject to change in perpetuity, except as their years of service to the college permit advancement.

4.22 Column Placement

The column placement of all full-time academic employees on the full- time salary schedule shall be based on documented educational qualifications as indicated:

(a) Column I - Bachelor's Degree or qualifications acceptable for certification in an approved occupational specialty.

(b) Column II - Master's Degree.

(c) Column III - Master's Degree plus 70 quarter hours acquired after completing the Bachelor's Degree.

(d) Column IV - Master's Degree plus 90 quarter hours acquired after completing the Bachelor's Degree.

.4.22 Column Placement - (Continued)

(e) Column placements granted to individuals by previous salary policies shall remain in force for those individuals and shall not be subject to change in perpetuity except as academic credits permit advancement.

4.30 Movement on the Full-Time Salary Schedule

Sections 4.30 through 4.35 of this contract will not be implemented until such time as funds are provided specifically for this purpose by the Legislature or through the SBCCE allocation process.

4.31 Vertical Movement

Vertical movement on the salary schedule shall be at the rate of one step for each year of full-time employment provided that the academic employee fulfills all obligations of his individual contract and of this Neogotiated Agreement.

4.32 Horizontal Movement and Documentation

Horizontal movement on the salary schedule from a given column to a higher paying column shall take place the quarter immediately following the date on which the college receives acceptable documented evidence that the academic employee has satisfied the requirements for the higher paying column. Refer to 8.62 for examples of acceptable forms of documentation.

4.33 Doctorate

If a full-time academic employee has an earned doctorate, add 10 percent of the "Base" to the salary indicated by that employee's placement on the salary schedule for full-time academic employees.

4.34 Professional Development Credits

After an academic employee's initial placement on the salary schedule, credits not paid for by the College and earned by the employee per his professional development plan (8.61) shall apply towards horizontal movement and longevity. Credits may be earned as follows:

(a) One (1) quarter-hour of academic credit shall be equal to one (1) professional improvement credit.

(b) Twenty (20) hours of conferences or seminars shall be equal to one (1) professional improvement credit.

(c) Forty (40) hours of type 8.60 (f) shall be equal to one (1) professional improvement credit.

4.35 Longevity

(a) Five Years - If an academic employee has been at Tacoma Community College in the twelfth step of Columns I or IV for five years and has acquired twelve quarter-hours since he has been on the twelfth step--add three percent (3%) of the base.

4.35 Longevity - (Continued)

(b) Ten Years - If an academic employee has been at Tacoma Community College in the twelfth step of Columns I or IV for ten years and has acquired twenty-four quarter-hours since he has been on the twelfth step--add six percent (6%) of the base.

(c) Fifteen Years - If an academic employee has been at Tacoma Community College in the twelfth step of Columns I or IV for 15 years and has acquired 36 quarter-hours since he has been on the twelfth step--add nine percent (9%) of the base.

(d) Doctoral Credits - Credits applied to a doctorate degree for which an academic employee is getting a ten percent (10%) increase cannot apply to longevity.

4.41 Stipends for Coaching and Activity Supervision for September 1, 1987, through June 30, 1988.

Gymnasium Supervisor	$3,020	
Men's Basketball - Head Coach	2,989	
Men's Basketball - Assistant Coach	1,681	
Women's Basketball - Head Coach	2,989	
Women's Basketball - Assistant Coach	1,681	
Men's Baseball - Head Coach	2,055	
Fall Baseball	1,088	
Men's Baseball - Assistant Coach	1,161	
Women's Softball - Head Coach	2,055	
Women's Softball - Assistant Coach	1,161	
Men's Track and Field - Head Coach	2,055	
Women's Track and Field - Head Coach	2,055	
Cross Country - Head Coach	1,275	
Golf - Head Coach	1,437	
Tennis - Men's Head Coach	1,437	
Tennis - Women's Head Coach	1,437	
Volleyball - Women's Head Coach	2,055	
Soccer - Men's Head Coach	2,055	
Soccer - Assistant Coach	1,161	
Athletic Trainer (9 month contract)	3,916	
Intra-murals	2,402	
Extra-murals	2,402 13.23	 per hour of travel and tournament time up to $1,675
Drama Coach	842	per play
Swing Choir Director	880	
Director - Drama	319 160	per play (experienced) or per play (student)

4.42 Stipends for Department Chairmen September 1, 1987, through June 30, 1988.

Number of Full-Time Equivalent Academic Employees in the Department:

	Faculty FTE of 5.0 or less	Faculty FTE between 5.1 and 10.0	Faculty FTE of 10.1 or more
Annual Stipend	$ 975	$ 1,374	$ 1,535

(b) Calculation of Stipend - Payment for the department chairman's stipend for assigned services during the regular college year shall be based on the number of full-time equivalent academic employees in the department. The fall quarter full-time equivalent departmental total of assigned academic employees (including full and part-time employees) shall be used to establish the annual stipend. Following confirmation of departmental chairmenships by the president of the college, the supervising dean and the department chairman will calculate the departmental total of academic employees and report this information to the Academic Employees' Personnel Office, normally by the eighth (8th) day of the fall quarter.

(c) Stipends for Summer Quarter - Payment for any assigned services during summer quarter will be at the applicable part-time rate for office hours as stipulated in 4.71 of this Negotiated Agreement.

4.43 Major Curriculum Development

Academic employees may be assigned released time for major curriculum development.

4.50 Travel Reimbursement

(a) All academic employees will be assigned a base site for their college duties. Every effort will be made to give the employee's total assignment at his/her base site.

(b) When an academic employee's assignment requires travel from his/her base site to a non-base site location, college vehicles will be provided for the travel, per established procedures, when they are available. Mileage payment will be made as in accordance with college policy and approved by the college president or his designee, for use of private vehicles, when college vehicles are not available.

(c) Nothing in this Negotiated Agreement shall be construed to require academic employees to own or operate a motor vehicle. However, academic employees are responsible to get to their assigned locations. Management will take into accounting reasonable travel time in making employee assignments.

4.60 Salary Payments

Salary payments shall be made to academic employees according to the following provisions:

(a) Each full-time academic employee shall be paid one-twelfth (1/12) of his or her annual salary each month beginning in September through May with the remaining one-fourth (1/4) to be paid upon completion of his or her contract. All monthly salary payments will be made in accordance with State adopted lagged payroll schedules and procedures.

(b) For part-time academic employees working regularly scheduled quarters, salary payments for the immediately preceding pay period shall be made on the following days:

(1) Fall Quarter - 25th calendar day of October and November and 10 days after the last scheduled day of fall quarter.

(2) Winter Quarter - 10th calendar day of February and March and 10 days after the last scheduled day of winter quarter.

(3) Spring Quarter - 10th calendar day May and June and the 10 days after the last scheduled day of spring quarter.

(4) Summer Quarter - Ten (10) days following the last scheduled day of the first half of summer quarter and 10 days following the last scheduled day of the second half of summer quarter.

(c) For part-time academic employees not working regularly scheduled quarters, salary payments shall be made at least once a month and pay dates will be included on or attached to the individual employee's Individual Employment Agreement.

4.70 Compensation for Part-time Academic Employees

(a) Salaries for part-time academic employees apply to all part-time employment for summer, fall, winter, or spring quarters.

(b) Part-time assignments are subject to change in accord with the needs of the college. Unless specified within the terms of an individual contract, all part-time assignments are for only one (1) quarter.

(c) If a class is cancelled, the part-time academic employee will be paid for all authorized instructional contact hours worked, but in no case shall this amount be less than five (5) percent of the contractual salary for that class.

(d) Any full-time academic employee working a full-time load as defined in 6.00 for four (4) consecutive quarters shall be paid one- third (1/3) of his current full-time salary for the fourth quarter.

(e) Full-time academic employees accepting part-time employment beyond their regular contracted assignment will be considered part- time employees for that portion of their service.

4.71 Part-Time Salary Schedule for June 17, 1987, through June 30, 1988.

Credit Hours	Quarterly Rates	ADD for Contact Hours BEYOND Credit hours.
1	$ 326	
2	652	
3	978	Contact Hours/Rate
4	1,304	1/$149 2/$298
5	1,630	3/$447 4/$596

(a) For formal instructional services, rates are based on a standard 11-week quarter for a 5-credit class, usually, but not necessarily broken down into 55 instructional contact hours of 50 minutes each of that equivalent. The schedule also provides for adjusting the instructional rate of pay for each instructional contract hour beyond credit hours.

(b) Quarterly rates for instructional services include a factor of + 0.70 for office and preparation time and a factor + 0.05 for incidental meeting and conference time.

(c) Rate for Non-Supervisor Math-Lab Instruction - $27.09 per hour of service. This rate shall apply to those part-time positions where the instructor is not in charge of the total lab operation at the site of employment and specifically applies to instructors working in the campus evening and Saturday program.

(d) Rate for Other Professional Services - $13.65 per hour of service. For services other than formal instruction, compensation for the quarter is based directly on the hours of assigned service. Services included in this category are as follows: (1) Library, (2) Student Services, (3) Office hours, (4) curriculum development, (5) course planning and preparation, (6) laboratory supervision, (7) seminar supervision, (8) independent study supervision, and (9) program coordination.

(e) Rate for Non-Credit Education - Instruction of non-credit courses shall be paid at a rate of no less than $13.00 per instructional hour.

4.80 Monitoring of Salary Increases

Because the Legislature placed an absolute dollar limit which can be expended for faculty salary increases during each year of this biennium, the parties to this agreement will confer before the issuing of spring quarter part-time faculty contracts to determine whether or not adjustments in part-time salary rates are necessary to assure compliance with legislative intent.

5.00 ACADEMIC EMPLOYEES' FRINGE BENEFITS

5.10 Leaves of Absence

During the course of employment of academic employees, it may be in the best interests of the students, the institution, the individual and the public for the employee to be asbent from the job for varying periods of time. It is the purpose of this article to define the several kinds of leave, the goals at which they aim, and the conditions under which they may be granted.

5.11 Professional Leave

(a) Purpose - The purposes of professional leave are these:

(1) To provide the academic employee with an opportunity to improve, extend or renew his or her professional skills through a plan of study, research or creative work.

(2) To provide needed and useful services to the college upon the academic employee's return, utilizing a specified project to be completed while on the leave.

(b) Application for Professional Leave

(1) Applications for all professional leaves must be prepared in accord with instructions developed by the Professional Leave Committee and provided by the college administration. These applications shall be submitted to the college president through the employee's immediate supervisor.

(2) First consideration will be given to applications for professional leave which are submitted to the college president on or before the first day of Feburary in the academic year preceding the year of the proposed leave. Notification of those selected will be made to all applicants no later than the end of winter quarter of the year preceding the requested leave.

(3) Applications for professional leave received later than the first day of Feburary shall be considered after processing all those received by the first day of Feburary.

(4) The general plan of the proposed leave, and/or the project to be completed, will be specified in the leave application and may not be substantially modified except as provided in Section 5.11 (b)(8) below.

(5) All professional leave applications which have been properly prepared and submitted will be referred to the Professional Leave Committee no later than five (5) working days after the applications are submitted to the college president.

(6) The professional Leave Committee will be selected annually and will consist of four academic employees, three of which are from the following divisions--one from English and Communications or Arts and Humanities, one from Social and Behavioral Science or Business and Office Education, one from Mathematics and Science or Allied Health--and one elected by the student services and library academic employees as a group, and one administrator appointed by the president of the college.

5.11 Professional Leave - (Continued)

(7) The Professional Leave Committee shall keep a public and written record of its deliberations and by the second Thursday in March shall provide the applicant and the college president with its written recommendations on applications submitted by the first day of February in the academic year preceding the year of the proposed leave. The union will be notified of such action by the third Thursday in March.

(8) Both the recommendations of Professional Leave Committee and the president shall be given to the Board for consideration.

(9) Final approval and granting of Professional Leave, or the subsequent modification of leaves previously granted, shall rest with the Board, upon recommendation of the Professional Leave Committee and the president of the college.

(c) Major Factors in Granting Professional Leave

(1) Suggested criteria for evaluating the merit of the individual applications will include, but not be limited to, needs of the college, seniority, previous leaves, and the applicant's plans and demonstrated ability to carry them out.

(2) First consideration will be given to applications which are planned to fulfill both of the above purposes of Professional Leave (5.11 a).

(d) Eligibility

(1) A full-time academic employee may be considered for professional leave for a maximum of three consecutive quarters, exclusive of summer quarter, in any six-year period.

(2) The applicant will be tenured and will have at least three (3) years of full-time employment with the college prior to the requested leave.

(3) Upon return from the requested leave and before retirement, the applicant will have time to complete a period of full-time service to the college equal to the amount of leave.

(4) Professional leave may be granted for a period of time not to exceed three consecutive quarters, exclusive of summer quarter.

(e) Budgeting for Professional Leaves - The total of the professional leaves granted by management for any single academic year will be based on fiscal and programmatic considerations.

5.11 Professional Leave - (Continued)

(f) Compensation and Benefits While on Professional Leave

(1) An academic employee on professional leave will be compensated by the college at seventy-five percent (75%) of the normally contracted salary for the period of the leave.

(2) Employment benefits, including seniority, salary increments and college contributions to medical plans, shall remain in force during professional leave.

(3) Acceptance of a professional leave shall not prejudice the academic employee's rights to be considered for other forms of leave.

(g) Completion of Leave

(1) The recipient of a professional leave, upon completion of the leave, shall agree to return directly to the college district to render service of benefit to the college and commensurate with the value of the amount of leave so granted or for a full-time assignment, for a period equal to the length of the professional leave.

(2) In case the recipient does not return to the college district, he shall refund to the college all compensation provided to the employee by the college during the leave, on terms satisfactory to the president of the college.

(3) The recipient of a professional leave, within 60 days of completion of the leave and return to the college, shall provide to the president of the college a written report to include the following, as appropriate: evidence of improved or extended professional skills, the status of the plan or project undertaken during the leave, the potential value of the project to the college, and the recommendations for implementing the results of the plan or project.

(4) Acceptance of a professional leave for completion of a specific project constitutes an agreement to complete the project to the satisfaction of management. After a review of the project by the Professional Leave Committee and the president of the college and upon their recommendations, the Board may require the recipient of Professional Leave to return to the college that portion of payment proportional to the amount of the task that the board finds the recipient has not completed within the time agreed upon. In the case of illness, accident, or other occurrence which seriously disrupts an applicant's schedule for completion of the leave, the Board of Trustees will consider an application from the affected employee for an appropriate adjustment in time and requirements for fullfillment.

5.12 Illness, Injury, Bereavement and Emergency Leave

From time-to-time, it may be necessary for academic employees to be absent from the job because of illness, injury, bereavement or emergency pursuant to RCW 28.B.50.551, as amended.

(a) Full-Time Academic Employees - The Board shall grant to all full- time academic employees, including temporary academic employees, leave with full compensation for illness, injury, bereavement and emergencies, such leave hereinafter referred to as "sick leave" for ease of reference, as follows:

(1) All full-time academic employees under contract for at least three consecutive academic quarters, will accrue twelve (12) days of sick leave per academic year, commencing with first day on which work is performed.

(2) Sick leave entitlement may be accumulated, without limitation, after the first three-quarter period of employment at the rate of four (4) days per quarter and may be taken at any time.

(3) Notification of accumulated leave will be provided to each academic employee at the beginning of each academic year.

(4) Upon written request to the Personnel Office, an academic employee shall be provided a status report of his or her accrued leave time.

(b) Part-Time Academic Employees - Part-time academic employees shall be entitled to one (1) contractual day of sick leave per quarter, as defined by that particular individual's contract or one (1) instructional contact hour of leave for every ten (10) instructional contact hours assigned up to a maximum of three (3) instructional contact hours per quarter. This leave may be taken without salary deduction, for illness, injury, bereavement and emergency, provided that prior notification is given to the appropriate management supervisor. This leave is noncumlative.

(c) Attendance Incentive Program - Pursuant to Chapter 150, Laws of 1979, and Chapter 182, Laws of 1980, all full-time academic employees are eligible for participation in an Attendance Incentive Program under which they may receive remuneration for unused sick leave. In addition to the regulation of statutes, the Attendance Incentive Program shall be governed by the following provisions:

(1) Sick Leave Accounts - Sick leave entitlement shall be accrued by academic employees in two separate accounts defined as follows:

(aa) Compensation Account: The account to which all compensable sick leave days are credited. A full-time academic employee shall accrue one day of compensable sick leave per month for each month the employee is under contract and works five or more days.

5.12 Illness, Injury, Bereavement and Emergency Leave - (Continued)

(bb) Auxiliary Account: The account to which all noncompensable sick leave days are credited. All sick leave days accrued by an academic employee which are not credited to the compensation account shall be credited to this account.

(2) Previously Accrued Sick Leave - Academic employees who accrued sick leave prior to June 12, 1980, shall have such accrued sick leave divided between the two accounts (compensation and auxiliary):

(aa) So that not more than one day of accrued sick leave per month worked shall be credited to the compensation account for each year of service;

(bb) So that any sick leave days accrued in excess of one day per month worked for each year of service shall be credited to the auxiliary account; and

(cc) So that the total accrual of sick leave days in both accounts shall not exceed 180 days.

(3) Accrual of Additional Sick Leave - Academic employees who accrue sick leave after June 12, 1980, shall have such accrued sick leave divided between two accounts (compensation and auxiliary):

(aa) So that not more than one day of accrued sick leave per month worked shall be credited to the compensation account;

(bb) So that any sick leave days accrued in excess of one day per month worked shall be credited to the auxiliary account; and

(cc) So that the total sick leave days accruing to both accounts in any calendar year shall not exceed twelve (12) days.

(4) Use of Accrued Sick Leave: An academic employee shall have all sick leave days used during a calendar year deducted from his compensation account. When the employee's entire compensation account is depleted, additional sick leave days used shall be deducted from his auxiliary account.

The most recently accumulated sick leave days in the employee's compensation account (last-in) shall be the first days deducted from the employee's compensation account.

(5) Compensation for Unused Sick Leave

(aa) In January of each year, and at no other time, an employee whose year-end sick leave balance in the compensation account exceeds sixty days may choose to convert sick leave days accrued in the previous calendar year which have not been used during the year to monetary compensation. The number of days converted may not exceed one day per month worked. Any employee who chooses to convert his/her sick leave days shall submit a written request to the personnel office.

(bb) No sick leave days may be converted which would reduce the calendar year-end balance in the compensation account below sixty days.

(cc) Monetary compensation for converted compensable days shall be at the rate of one full day's pay for every four days converted. The amount of the employee's full day's pay shall be based on the employee's salary at the time of conversion.

(dd) All converted days shall be deducted from the employee's compensation account balance.

(ee) Employees who separate from the district on or after June 12, 1980, due to retirement or death shall be compensated for their unused compensable sick leave accumulation at the rate of one full day's pay for every four days converted. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested-out-of-service" employees who leave funds on deposit with the retirement system.

(6) Exclusions

(1) Compensation for unused sick leave shall be excluded from computations of retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.

(2) An employee who separates from the district for any reasons other than retirement or death is excluded from compensation for accrued sick leave.

5.12 Illness, Injury, Bereavement and Emergency Leave - (Continued)

(d) Documentation of Illness/Injury - An academic employee who is absent from work on account of illness or injury for ten consecutive working days shall be required to provide the college personnel office with a note concerning treatment for the illness or injury. The note must be signed by a physician or nurse practitioner.

(e) Bereavement Leave for Full-Time Academic Employees - Full-time academic employees may use up to five days per year of bereavement leave in the case of the death of the employee's: children, spouse, mother, father, siblings, grandmother, grandfather, or mother or father-in-law. Such leave will be deducted from leave designated as sick leave which includes leave for illness, injury, bereavement and emergencies. The employee may request additional leave if needed. In exceptional cases of the death of an individual, who, although not an immediate family member, holds a position of one of the relatives listed above, bereavement leave shall be granted.

(f) Emergency Leave - An academic employee may take leave without salary deduction for emergencies. Such leave shall be deducted from leave designated as sick leave, which includes leave for illness, injury, bereavement and emergencies. For the purpose of this section, an emergency is an event which is unavoidable, serious, important, unanticipated, beyond the control of the employee and for which preplanning is not possible. An employee taking such a leave shall, whenever possible, notify their management supervisor or the personnel office prior to or at the time the leave is taken, but in any event no later than two working days after initiating the leave unless there are extenuating circumstances. The employee, upon return to work will provide the college personnel office with a completed emergency absence report.

5.13 Personal Leave for Full-Time Academic Employees

Full-time academic employees are eligible to use up to four (4) nonaccumulative personal leave days per instructional year commencing with the first day upon which work is performed. This leave is intended to be used for situations of a personal nature which cannot be reasonably accommodated during non-working hours such as conducting personal business affairs.

Whenever possible and predictable, academic employees will give the appropriate management supervisor at least one week's notice of intention to take personal leave.

5.15 Jury Duty Leave

Leave of absence for jury duty, to serve as a witness at trials, or to exercise other required civil duties will be granted to all academic employees. In such case, a salary adjustment will be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so that there is neither a financial gain nor loss to the employee. Alternately, the employee may sign over his or her check received for such civil duty (or submit same in cash), less travel expenses.

5.17 Leaves Without Pay

Upon request, the Board of Trustees shall grant leave without pay to full-time academic employees for Maternity, Temporary Disability, and Government Service Leaves. Furthermore, the Board of Trustees may grant leave without pay for other reasons to full-time academic employees who have been employed at the college one year whenever such leave does not impose a financial or instructional hardship on the college. A tenured academic employee may also request a partial leave without pay. No partial leave without pay shall be granted without a prior request in writing from the employee. A tenured academic employee who is awarded a partial leave without pay will receive a proration of his or her regular full-time salary based upon the precent of a full- time assignment worked and will be entitled to the usual benefits related to salary paid and hours worked. These personal and/or professional reasons for granting leaves shall include, but not be limited to: study, research, teaching, travel, work experience, or professional organizational work.

(a) Conditions for Leave Without Pay

(1) Management shall guarantee the academic employee a position upon return from Maternity, Temporary Disabiity, and Government Service Leaves. Furthermore, management shall guarantee the academic employee a position upon return from other leaves without pay if, prior to granting the leave, this fact is established in writing by the college president.

(2) For leaves other than those specified in Item 5.17(a)(1) above, management shall guarantee the academic employee that he will be reinstated at the end of the leave period if an opening exists for which he is qualified.

(3) A leave without pay shall be limited to a maximum of one (1) academic year. Management may grant an extension of the leave.

(4) An academic employee on leave without pay may retain college fringe benefits by paying applicable contributions in full.

(b) Application for Leave Without Pay - Written applications shall be presented to the appropriate dean after consultation with the appropriate division chairperson or management supervisor. Applications shall be presented as early as possible, but no later than sixty (60) working days prior to the effective date of the intended leave. Applicants will receive notification of the Board's action no later than immediately following the next Board meeting at which the application can be presented. Applicants must notify the Board of their acceptance or rejection within thirty (30) working days after notification of Board action, but in any case, not less than ten (10) calendar days prior to the effective date of the leave. When necessary, management will consider special applications on a shorter term than indicated above.

5.17 Leaves Without Pay - (Continued)

(c) Types of Leave Without Pay

(1) Professional Leave Without Pay - Professional reasons such as study, research, teaching, travel, work experience, or professional organization work.

(2) Temporary Disability Leave - Leave without pay shall be granted to full-time or tenured academic employees for a period up to one year for documented, temporary disabilities (including, but not limited to those related to pregnancy, miscarriage, abortion, childbirth, and recovery from the above), and may be granted for additional periods upon application to the Board of Trustees.

For an academic employee's initial leave without compensation for temporary disability request, documentation may, in the president's discretion, be required prior to the meeting of the Board of Trustees where action on the leave request is scheduled to occur. Documentation shall be required for all subsequent requests for leave without compensation and must be submitted at the time of the request for leave without compensation. However, this requirement may be waived in the president's discretion in extenuating circumstances. Nothing in this provision shall limit the academic employee's right to use accrued illness, injury, bereavement or emergency leave.

(3) Maternity Leave

(aa) Upon request, Leave Without Pay shall be granted to a full-time female, academic employee for maternity purposes, upon documentation of her pregnancy. Furthermore, upon request, Leave Without Pay may be granted to a full-time male academic employee for maternity purposes, upon documentation of his wife's pregnancy and if such Leave Without Pay does not impose a financial or instructional hardship on the college.

(bb) An academic employee shall be entitled to take such leave for maternity purposes for a reasonable length of time and thereafter return to his/her job under the same terms and conditions as any other academic employee.

(4) Government Service Leave - Leaves of absence without pay will be granted to full-time academic employees for reserve annual encampment and other active duty for training, national emergency call up of reserves, conscription or enlistment in time of national emergency. Applicable benefits shall accrue to the employee on such leave as provided by law, provided the affected academic employee indicates in writing to the president, his/her desire to return to this institution within sixty (60) days of severance from the armed services.

(5) Other - Full-time academic employees may be granted leave without pay for reasons other than the above upon making a reasonable request for such leave to management.

5.18 Sick Leave Bank

(a) Enabling Legislation - This sub-section will be developed and implemented should the Washington State Legislature pass enabling legislation.

(b) Court Determination - Should a court having competent jurisdiction over the college enter a final order which is not appealed, holding that management has the power to develop a Sick Leave Bank, then management will implement so much of (c), below, as is not inconsistent with such court order. Inclusion of this section in the Negotiated Agreement shall not prohibit the union from seeking a decision in court enabling such a Sick Leave Bank.

(c) Sick Leave Bank Provisions

(1) For the purpose of assisting full-time academic employees who have the misfortune to become disabled with long-term illnesses, a Sick Leave Bank for academic employees shall be established in the district.

(2) The Sick Leave Bank is a voluntary program in which all full-time academic employees may participate.

(3) Each participating employee shall contribute one day of accrued sick leave to the Sick Leave Bank during the month of September or during the first month of the full-time employment by the college, if employed for less than a regular college year. The opportunity to join or withdraw from the Sick Leave Bank Program shall not be available at other times during any given academic year.

(4) Thereafter, each time the Sick Leave Bank becomes depleted the participating members will be taxed one (1) additional day each from their accrued sick leave time to restock the bank.

(5) To be eligible as a member of the Sick Leave Bank Program to use Sick Leave Bank days, and to prevent abuse of the program, an employee must have exhausted his/her accrued personal sick leave days and have been absent without pay for fifteen (15) additional consecutive work days.

(6) Maximum withdrawal days for an individual employee from the Sick Leave Bank shall be forty (40) days for any one (1) illness or injury or complication thereof, for any given college year.

(7) An employee withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.

5.18 Sick Leave Bank - (Continued)

(8) The Sick Leave Bank will operate as an institutional service to academic employees, with necessary records and reports retained with the master personnel records.

(9) The union president or his designee and a designated management representative will develop necessary application and processing forms for use in operating the Sick Leave Bank and monitor the operation of the program and adjust procedures as needed.

(10) Accrued leave days which have been transferred to Sick Leave Bank may not be returned to the contributor's personal account.

(11) An individual's rights and privileges of membership in the Sick Leave Bank will remain in force for the academic year if that person is unable to make a normal contribution of days to the bank.

5.20 Insurance Plans

(a) Management agrees to provide to full-time academic employees all employer paid group health, dental, and other appropriate insurance programs which are approved by the State Employees Insurance Board and funded by the Legislature.

(b) Management agrees to provide to part-time academic employees all employer paid group health, dental, and other appropriate insurance programs which are approved by the State Employees Insurance Board (SEIB) and funded by the Legislature, provided that these part-time academic employees meet the eligibility requirements of the SEIB.

(c) Management agrees to make payroll deductions from an academic employee's salary for employee-paid insurance plans recognized by the Washington State Payroll System for payroll deduction, when such deductions are requested by the academic employee.

(d) The individual employment agreement for each part-time academic employee shall specify whether or not he is eligible for insurance benefits.

5.21 Worker's Compensation

In case of accidents which occur to academic employees during working hours and/or while carrying out professional responsiblities, management agrees to maintain maximum allowable coverage under current Worker's Compensation legislation.

5.30 Retirement Benefits

Management will make available retirement options as provided by statute.

5.40 Unemployment Benefits

Management will provide, as approved by law, Washington State Unemployment Benefits.

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5.50 Parking

Management agrees to make parking facilities available to academic employees in accord with Board approved regulations governing campus parking and traffic.

5.60 Severance Pay

Management agrees to provide severance pay as authorized and funded by the Washington State Legislature.

6.00 CONTRACT YEAR AND LOAD

6.10 Contract Year

The contractual year for all full-time academic employees shall be 176 days, consisting of three (3) instructional quarters (Fall, Winter, and Spring) plus pre-instructional days as defined below.

6.11 Contract Year Definitions

(a) Fall, winter, and spring quarters shall consist of 55 days plus or minus one day and shall typically be scheduled Monday through Friday. The last five days shall be used for final exams and grading.

(b) The summer quarter shall be 35 days (plus or minus one day) and shall typically be scheduled four days per week, Monday through Thursday. Courses offered during the summer quarter shall include an equivalent number of instructional contact hours as the same courses when offered during the fall, winter or spring quarters.

(c) Pre-instructional days shall be utilized for advising, minor curriculum revision and/or minor program development and other tasks assigned by the appropriate management supervisor. These pre-instructional days will be scheduled immediately prior to and/or following each instructional quarter. Advising for student program-planning is generally conducted up to six (6) days during summer quarter, five (5) days preceding the fall quarter, two (2) days between fall and winter quarters and two (2) days between winter and spring quarters. Assignment of five (5) program advising days will be made an addendum to the individual employment agreement of the academic employee. Personal preference for program advising days will be given consideration wherever possible. If academic employees work between fall and winter quarters, they will not have to advise between winter and spring quarters and vice versa. Summer advising will be by mutual consent of the academic employee and the appropriate management supervisor.

6.12 Alternatives to Contractual Assignments

(a) The following alternatives to the definitions of a contract year and daily work span (Sections 6.11 and 6.21) may be implemented either by mutual agreement between the academic employee and the appropriate management supervisor or through management assignment of an academic employee where there is a lack of necessary work within the periods of time specified in Sections 6.11 and 6.21. In either case, the academic employee shall be informed in writing of his/her right to union representation prior to any action taken.

(1) Arrangements may be made to substitute alternate days for an equal number from the contractual year as defined in 6.11.

(2) A summer quarter of full-time employment may be substituted for a fall, winter or spring quarter.

6.12 Alternatives to Contractual Assignments - (Continued)

(3) Arrangements may be made for full-time employment for a specific task and for a specific number of days which may differ from the contractual year.

(4) The employee may be assigned a class with an alternate schedule involving fewer days per week, more hours per class session, and/or days not included in the definitions of fall, winter, spring, or summer quarters defined in 6.11. In such cases, the total number of instructional contact hours for the course shall be maintained and the instructional load requirements shall remain the same.

(5) An academic employee's work week may be extended beyond five (5) days.

(6) An academic employee's daily work span may be extended beyond seven hours.

(b) The union will receive a copy of any memorandum of agreement or assignment between an academic employee and his management supervisor under this Section (6.12) within 10 working days of the signing of such an agreement.

(c) In those cases where an alternative to contractual assignments is made by management, the following provisions shall apply:

(1) There shall be a lack of necessary work within the periods of time specified in Sections 6.11 and 6.22 of this agreement.

(2) The appropriate management supervisor shall consult with the members of the department or program affected.

(3) Alternate schedules shall be rotated through the program or department inasmuch as it is possible.

(4) Management will make every effort to avoid assigning an individual faculty member more than one alternative to the standard work assignment in any one year.

6.13 Suspended Operations

If the president finds it is necessary to suspend college operations because of emergency conditions, the president may, after consultation with the union president, extend the class schedule to regain the days lost by the emergency. Except in cases of extreme exigency, the college president shall allow the union five (5) working days to consult with the faculty before rendering his decision on extension of classes. Emergency conditions include but are not limited to severe weather, riot, civil disturbance, loss of power, loss of heat.

6.20 Load

6.21 Definitions

(a) Work Week - The normal work week for full-time academic employees shall be 35 hours spent on college services as assigned.

(b) Daily Work Span - The daily work span for full-time academic employees shall not exceed seven hours. By mutual agreement between the appropriate dean and the academic employee, arrangements may be made for a longer daily work span.

(c) Instructional Contact Hour - An instructional contact hour is defined as 50 minutes during which an academic employee meets with a group of students to perform the following:

(1) Lecture and/or discussion instruction, or

(2) Laboratory, clinical, physical education (activity classes) or studio instruction.

(d) Non-Instructional Activities - Non-instructional activities include student services, instructional resource services, program coordination, research and development, meetings and symposia.

6.22 Job Responsibilities

(a) Instructional Academic Employees - A full-time academic employee whose primary assignment involves instruction has professional responsibilities which go beyond instructional contact hours. These professional responsibilities are an integral part of the instructional academic employee's work load, and may include the following: Advising and counseling of students, committee work, class preparation, laboratory preparation, reading and grading of papers and tests, minor curriculum revision and course development, keeping abreast of literature within the area of competence, attendance at department, division and general faculty meetings, helping students with class related questions and other instructionally related activities. In order to be readily available to meet student's needs, all full-time instructional academic employees shall spend an average of five hours on campus each contract day and shall be available in their offices a minimum of five (5) hours per week for conferring with students. These office hours shall be posted on the office door, entered in the record kept by the respective building secretaries and, unless directed otherwise by Management, shall be maintained by the academic employee. All full-time instructional academic employees' schedules shall include a minimum of 25 hours of the 35 work-week hours on campus or other assigned sites. Conflicts in assigned responsibilities will be resolved with the appropriate Management Supervisor.

(b) Non-Instructional Academic Employees - A full-time academic employee whose primary assignment involves non-instructional activities shall spend 35 work-week hours performing professional responsibilities as assigned by the appropriate management supervisor, in accord with the needs of the college.

6.22 Job Responsibilities - (Continued)

(c) Committee Assignments - No academic employee shall be required to serve concurrently on more than one committee, board, or council of the college. If an academic employee is serving on a recognized union committee, this requirement is satisfied. Recognized union committees include the following: (1) Union Management Committee, (2) Negotiations Committee, (3) Union Executive Committee.

(d) Distribution of Advisees - In so far as possible, all full-time academic employees shall have an equal number of advisees. Exceptions to this can be made with the consent of the instructor.

6.23 Instruction Load for Full-Time Academic Employees

An instructional load for full-time academic employees shall be an annual average of 14-19 instructional contact hours per week for each instructional quarter. Individual assignments determine maximum average instructional load as follows:

(a) Lecture and Discussion - Individual assignments involving only lecture and/or discussion instruction shall be no more than 15 instructional contact hours per week for each instructional quarter. An employee with 15 hours of this type shall not be assigned additional type (b) hours.

(b) Laboratory, Clinical, Physical Education (Activity Classes) or Studio Instruction - Individual assignments involving only laboratory, clinical, physical education (activity classes) or studio instruction shall be not more than 20 instructional contact hours per week for each instructional quarter.

(c) Combination - Individual assignments involving a combination of type (a) and (b) assignments shall average 16 to 18 instructional contact hours per week for the contractual year.

(d) Cooperative Education or Independent Study - Individual assignments involving cooperative education and/or independent study shall be based on 375 student credit hours as equivalent to a full quarterly load.

6.24 Instructional Load for Part-Time Academic Employees

Pursuant to the definition of part-time academic employee, the instructional load limitations shall be as follows:

(a) Lecture and/or Discussion - Individual assignments involving only lecture and/or discussion instruction shall not exceed ten (10) instructional contact hours per week for each instructional contact quarter.

6.24 Instructional Load for Part-Time Academic Employees - (Continued)

(b) Laboratory, Clinical, Physical Education (Activity Classes), or Studio Instruction - Individual assignments involving only laboratory, clinical, physical education (activity classes), or studio instruction shall not exceed fourteen (14) instructional contact hours per week for each instructional quarter.

(c) Combination - Individual assignments involving a combination of types (a) and (b) assignments above, shall not exceed twelve (12) instructional contact hours per week for each instructional quarter.

(d) Cooperative Education or Independent Study - Cooperative education and/or independent study assignments shall not count as part-time load, as specified in (a), (b) and (c) above, unless the assignment exceeds 25 student credit hours per quarter.

(e) Exceptions - Because management needs flexibility in certain instructional areas, exceptions to these limitations may be granted after mutual consent of the appropriate management supervisor, the department chairman, or program coordinator, and the academic employee. These exceptions shall not exceed 75% of the full-time work load except in the areas of Journalism and Nursing where the work load shall not exceed 80%. The union shall be informed of all such exceptions. If the same position is affected by these exceptions for a majority of six quarters within any two-year period, a full-time academic position will be established.

6.25 Non-Instructional Load for Part-Time Academic Employees

A non-instructional load for a part-time academic employee shall not exceed 24 hours per week.

6.26 Combined Instructional and Non-Instructional Load

A full-time academic employee may be assigned a load involving both instructional and non-instructional activities. In such cases, the total workload shall be prorated between instructional and non-instructional time. The proration shall be based on the load restrictions for each activity assigned. Comparative prorations shall be made in cases of combined instructional and non-instructional loads for part-time academic employees.

6.30 Discontinuance of Small Classes

The justification for discontinuing any credit class which has an actual enrollment of less than 15 students by the first day of the quarter will be reviewed by the program administrator, the department chairman, and the academic employee who has been assigned the class. No credit class shall be discontinued without such a review.

6.40 Class Size

Academic employees' class sizes will not be indiscriminately changed or amended; nor will class sizes be changed or amended without taking under advisement the opinion of the appropriate department or program faculty. The union will be informed of any changes in established class sizes on a quarterly basis.

7.00 CALENDAR

7.10 Calendar Development

(a) A draft of the annual institutional calendar shall be developed by Management. The union will be informed when the calendar development process is to begin and asked for input. The Executive Dean - Education Services shall prepare a draft which shall specify the following dates for each quarter: (1) beginning and ending dates, (2) final examination dates, (3) registration dates available to students, and (4) holidays. The beginning and ending dates for each instructional quarter shall be consistent with the terms of Article 6.00 of this agreement, concerning contractual year and instructional load.

(b) This draft will be submitted to the union and an ad hoc sub-committee of the College Council, consisting of a faculty member, a classified member, and a student member, for comments and suggestions for revision two (2) working weeks prior to submission to the College Council for review.

(c) The calendar proposal shall be submitted to the College Council during the month of November for approval at its December meeting.

7.20 Board Adoption of the Calendar

The proposed calendar, as approved by the College Council, shall be submitted to the Board of Trustees at its January Board meeting prior to the academic year of the proposed calendar.

7.30 Contractual Year

The contractual year will be established through contract negotiations.

8.00 ACADEMIC EMPLOYEE PERSONNEL PRACTICES

8.10 Academic Freedom

The Board recognizes the right and responsibility of the academic employee to insist that students be free to learn and academic employees free to teach broad areas of knowledge, including those which may be considered controversial. Academic freedom implies not only the freedom of discussion in the classroom, but also the absence of unusual restriction upon the teacher's method of instruction and testing, provided that they are consistent with the academic employee's assignment. Every academic employee is presumed competent and responsible until specific evidence is brought forward to the contrary. No suspicion concerning either the judgment or the goodwill of the academic employee should find any place in our administrative regulations or customary procedures. The rights guaranteed to all citizens under the Constitution of the United States of America in regard to freedom of speech shall not otherwise be limited or diminished by reason of a person's employment by the college. Whenever any group or individual brings charges against an academic employee concerning that employee's freedom to teach, the employee may request that the Board of Trustees grant, without charge to the academic employee, the necessary and sufficient leave, legal assistance and other support for the protection of that individual's academic freedom. The Board of Trustees shall grant such a request if provided by State law (RCW 4.92.060 and RCW 4.92.070).

8.20 Personnel Records (Content)

(a) The only information placed in the academic employee's file will be that which relates to rendering of professional services and the performance thereof. No anecdotal records or other information shall be placed in the personnel file of an academic employee without the prior knowledge of the individual. Knowledge will be indicated by the employee's dated initials on the entry which denotes awareness, not necessarily agreement with the material.

(b) Any information which is used to evaluate the performance of service of the academic employee shall be placed in the personnel file.

(c) In the case of new academic employees, all confidential or privileged material (i.e., reference checks) will be either destroyed or returned to the supplier once an employment contract has been signed by the academic employee.

(d) All written charges or complaints of any type against an academic employee, that are received by management will be investigated by the appropriate management supervisor. When charges or complaints against an employee are found to have possible personnel significance, the affected employee shall be notified. Only substantiated complaints, signed by the person filing the complaints, will be placed in the employee's file. If the academic employee chooses, his or her representative may be present at all proceedings on the charges or complaints.

8.30 Personnel Records (Maintenance and Inspection)

(a) Master personnel records for all academic employees, including the record of accrued sick leave and Sick Leave Bank records, shall be maintained at one place on campus, to be determined by the president of the college. Copies of pertinent factual materials (i.e., original application form, credits earned, etc.) may also be kept in the office of the president of the college or his designee. No other academic employee personnel files will be kept in any other location.

(b) During regular working hours and by appointment, an academic employee shall have the right to review the entire contents of his or her personnel file(s). A conference with the president of the college may be arranged at the discretion of the academic employee. In the processing of a grievance, an academic employee may authorize in writing the inspection of his or her personnel file by a representative of his or her choice.

(c) Confidentiality of academic employee personnel records shall be maintained at all times. Information contained in any academic employee's personnel record shall not be released to other persons, except as authorized in writing by that academic employee or as required by law. Confidentiality of academic employee records shall not prohibit administrators' use of employee records for the purpose of exercising management's rights and responsibilities.

8.40 Selection of Academic Employees

It is the intention of the Board of Trustees that academic employees be selected on the basis of their qualifications, through a process which assures accountability to the college for services rendered and which conforms to adopted affirmative action policies. All academic employees shall have the opportunity to be involved in the selection process of new full- or part-time academic employees in their appropriate departments or programs. The following provisions shall apply to the selection of new academic employees or to the reassignment of any present academic employee.

8.41 Full-Time Academic Employees

(a) Whenever a full-time academic employee's position is to be filled, a job description and employee qualifications shall be developed by the appropriate department, program or advisory group, in conjunction with the division chairman or management supervisor for recommendation to the appropriate dean.

(b) Except under unusual circumstances, a new position shall be formally announced or advertised by the appropriate administrator at least thirty (30) calendar days prior to the date on which the position is to be filled.

(c) The division chairman or management supervisor shall appoint a selection committee from the appropriate department, program, or advisory group and shall supervise the selection process.

8.41 Full-Time Academic Employees - (Continued)

The selection committee shall review all applications, conduct interviews, and recommend to the appropriate dean the three applicants in order of preference who most clearly meet the establisned criteria. The dean shall review the committee's recommendations and forward them with his recommendations to the president of the college for decision.

(d) In the event that the president does not select from among the recommended candidates, the process shall be repeated for the position.

(e) The job description under which the employee is hired will be referred to his or her tenure committee for their consideration in developing review procedures.

8.42 Part-Time Academic Employees

Whenever a part-time academic position is to be filled, job criteria will be developed by the appropriate department or program utilizing developed job descriptions whenever applicable. The division chairman or management supervisor will review all applications with the appropriate department chairman or program coordinator, and both may interview those applicants who appear to be qualified for the position. The division chairman or management supervisor, with the concurrence of the appropriate department chairman or program coordinator, will forward the hiring recommendations to the supervising dean for final approval.

8.50 Selection of Department Chairmen

During the month of May, department chairmen for the forthcoming academic year will be elected by their respective department members. If no departmental selection has been communicated to the president by August 15, the president may appoint a department chairman from among the academic employees of that department. No department chairman shall serve more than two (2) consecutive years without approval of 2/3 of the academic employees of the department.

8.60 Professional Development Program Content

Development of programs: Academic employees are required to have an approved, individual, professional development program to qualify their professional development activities for credits toward horizontal movement and longevity on the salary schedule. The professional development plan should include such college courses, seminars, etc., that enhance, supplement, and complement the academic employee's primary and/or secondary areas of assignment. Such programs must describe the activities in the categories below which will be used to accomplish the objectives.

8.60 Professional Development Program Content - (Continued)

(a) Courses taken as part of an approved degree program.

(b) College credit courses related to the individual's discipline or within his or her area of present or proposed assignment.

(c) Vocational teacher-education courses which apply also for certification purposes.

(d) In-service credit courses sponsored by the college.

(e) Job-related professional conferences and seminars.

(f) Pre-planned, job-related participation in field work, clinical experience, domestic or foreign travel and independent research and development activities in excess of the normal contractual obligations of the academic employee.

8.61 Professional Development Program: Process for Filing Plan

The academic employee's professional development plan must be submitted to and approved by the employee's dean prior to accomplishing the activities.

(a) Within ten (10) working days of receipt of an employee's professional development plan, the appropriate dean shall decide the acceptability of the plan. The decision not to approve an employee's professional development plan shall be accompanied by a detailed statement of the reasons for not approving the plan. Failure of the dean to respond in writing within the ten (10) day limit shall result in the plan's being automatically approved.

(b) If an academic employee's plan is disapproved, the academic employee may appeal the dean's disapproval of his plan within ten (10) working days to the Professional Development Committee. The Professional Development Committee (composed of one faculty member representative chosen by each division and one each from the counseling and library departments and one management representative chosen by management) shall attempt to resolve the differences between the dean and the academic employee. If the Professional Development Committee cannot resolve those differences, the committee will forward its recommendations to the dean. The dean will review the committee's recommendations and forward his decision in writing within ten (10) working days to both the committee and the employee. Failure of the dean to respond within the ten (10) day limit shall result in the plan being automatically approved.

(c) If the academic employee wishes to appeal the dean's decision, he may appeal to the president of the college within ten (10) working days. The president will then render a final decision within ten (10) working days on the acceptability of the employee's professional development plan. Failure of the president to respond within ten (10) working days shall result in the plan being automatically approved.

8.62 Professional Development Program: Reporting of Credits

Professional development credits shall be reported as they are earned. Documentation shall include adequate information to signify attendance, grades, or successful completion and source of payment for said course or activity. Documentation may include but is not necessarily limited to official transcripts, certificates, grade cards, occupational certification records, cancelled checks from workshops or seminars, signed statement of employer from clinical experience, signed statement from individual in charge of field work, brief summary of research or travel. Documentation shall be attached to transmittal documents and submitted through channels to the office designated to maintain such files. Within thirty (30) days of receipt of documentation, the appropriate dean shall approve an employee's credits earned for professional development credit. A record of the credits so earned shall be maintained in the academic employee's personnel file and the employee shall be notified when credits are entered. Professional development credits so earned shall be applied toward salary movement as described in 4.34.

8.70 Substitute for Academic Employees

When qualified substitutes are available, a substitute for an academic employee will be hired when deemed necessary by management but always when the academic employee will be absent for a period of time exceeding one (1) calendar week. Substitutes will be paid at an appropriate rate dependent on load.

9.00 FULL-TIME ACADEMIC EMPLOYEE SENIORITY

9.10 Seniority

Seniority is recognized as an important factor to be considered in matters relating to full-time academic employee relations practices.

9.20 Determination of Seniority

(a) Seniority shall be based on the date of Board approval (or date of delegated administrative approval) for hire as a full-time academic employee with the college or its predecessor school district.

(b) Seniority for individuals having the same dates of hire shall be determined by applying the following criteria, in descending order:

(1) First date of full-time employment.

(2) First date of signature on a contract agreement.

(3) First date of signature on a letter of intent to accept full-time employment with the college or its predecessor school district.

(c) When occasion arises for determining seniority, the academic employee personnel records of the college will be used for documentation.

9.30 Seniority List

The academic employees' personnel office shall maintain an annually updated seniority list of all full-time academic employees and all exempt employees who hold tenure status as academic employees. Such list will be published and circulated to all full-time academic employees by November 1 of each year.

9.40 Other Factors

In the event other factors are accorded precedence over seniority in connection with reduction-in-force, management will upon request state its reason(s) in writing.

10.00 FULL-TIME EMPLOYEE RETIREMENT

10.10 Retirement Age

The mandatory retirement age for full-time academic employees of the college shall be seventy (70) years.

10.20 Year of Retirement

Such retirement shall occur by the end of the academic year WAC 131-16-011(6) , during which the academic employee's seventieth (70th) birthday is attained.

10.30 Retirement Incentive Programs

In accordance with state law, an employee(s) who is interested in retiring before age 63 may consider one of three programs offered by the college: (a) Phased Retirement, (b) Retirement Transition, and (c) Early Retirement. To be considered for one of these options, an academic employee must submit a request in writing to the college president. Requests will be reviewed by management to determine whether or not the option selected is educationally and economically feasible and of sufficient benefit to the college. Any retirement option entered into must be established in writing and agreed to by the employee and the college. Conditions of the agreement will be that the employee exercise an intentional, voluntary and intelligent waiver of his or her rights as a tenured faculty member in exchange for participation in a retirement program option and that the Board of Trustees give written assurances for fulfillment of the retirement contract.

If at any time during an academic year, an academic employee eligible for and contemplating retirement so requests, he shall receive from Management, within 20 working days, a statement as to whether his choice of one of the "retirement programs will be educationally and economically feasible" and "of sufficient benefit to the college."

(a) Phased Retirement

This option provides for reduced levels of employment following official retirement. It is available to employees ages 55 to 68 or to those under age 55 who have been full-time academic employees in education for 30 years and who are otherwise qualified for retirement under their respective employment plans and who have accumulated at least 10 years of service. The level of employment may not exceed 75 days per year of full-time employment or its equivalent or less, and the period of reduced employment may continue up to five years after retirement. The level of compensation will be a proportion of the normal full-time salary for the position to which the employee is assigned during the Phased Retirement period.

10.30 Retirement Incentive Program - (Continued)

(b) Retirement Transition Option

This option provides that an employee with 10 or more years of service who retires after reaching age 62 but prior to reaching age 63 may choose either to receive income equal to full pay for a period of six months following retirement, or income equal to 1/2 pay for 12 months following retirement. The employee's base salary at the time of retirement will be used to determine the amount of income to be received. Employees with more than five but less than ten years of service will receive a proportional amount. For example, an employee with nine years of service wil receive 90 percent of the amount he would receive if he had ten years of service. An employee with less than five years of service does not qualify for retirement under any option.

(c) Early Retirement Option

This option provides that an employee with 10 or more years of service who retires at age 55 to 63 or to those under age 55 who have been full-time academic employees in education for 30 years will receive, in the first year after retirement, an amount equal to 1/3 of his base salary at the time of retirement. In the second year, the amount received will be 1/4 of the salary level; in the third and final year to which this option applies, the amount will be 1/5 of the salary level.

(d) Death of Retiree

Upon the death of an academic employee participating in either (b) Retirement Transition Option or (c) Early Retirement Option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.

(e) Benefits

Employees exercising any of the options offered in this section, whose teaching loads fall below half-time, will not be subject to the benefits otherwise accruing to full-time academic employees.

11.00 GRIEVANCE

11.10 Grievance Definitions

(a) A grievance is defined as any complaint, controversy, or dispute arising out of (1) an alleged breach of the provisions of this contract or from the application of this contract and/or (2) an allegedly unjust management action affecting academic employees.

(b) A grievant shall mean an individual academic employee, a group of employees having the same grievance, or the union.

(c) Response days shall mean all days excluding weekends and legal holidays.

11.20 Procedure

(a) An individual academic employee may file a grievance directly or be represented in such action by the union. If the academic employee files a written grievance directly with Management, the union shall receive a copy of the grievance and may be present during each step of the procedure. The decision to initiate and/or continue a grievance rests with the grievant. Any group of academic employees who believe they have grounds for the same grievance must file the grievance through the union and be represented by the union in the grievance action. In the presentation of a grievance, the grievant shall be safe from restraint, interference, discrimination, and/or reprisal.

(b) When a grievant has a grievance, he/she shall communicate directly with the appropriate division chairman or management supervisor toward the end that most such problems can and should be resolved informally at the division or program level. If, within two (2) days, resolution of the grievance is not forthcoming, the following grievance procedure shall be available to the aggrieved.

11.21 Step One - Division Chairman (Management Supervisor)

(a) Within twenty (20) response days of the time the grievant has communicated directly with the appropriate division chairman or management supervisor and has received a reply, he/she shall submit a statement in writing to his division chairman (management supervisor). The statement must be signed by the grievant.

(b) The "Statement of Grievance" shall name any other employees involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions alleged to be violated, shall state the contention of the aggrieved employee with respect to these provisions, and shall indicate the specific relief requested.

11.21 Step One - Division Chairman (Mangement Supervisor) - (Continued)

(c) Within six (6) response days after receiving the grievance, the division chairman (management supervisor) shall communicate his answer in writing to the grievant and to the president of the college or his designee.

(d) If the Step One supervisor does not have the authority to act on the filed grievance, the "Statement of Grievance" shall, by direction of management and within five (5) response days, be advanced directly to the level of supervision (Level Two or Three) which does have the authority to act on the grievance.

11.22 Step Two - Supervising Dean

(a) If the grievance is not resolved in Step One, the grievant may, within five (5) response days of the receipt of the division chairman's (management supervisor's) answer, submit to his or her supervising dean a written "Statement of Grievance" signed by the grievant. A copy shall be given to the division chairman (management supervisor) and to the president of the college or his designee.

(b) The grievant's supervising dean shall give the grievant a written response no later than six (6) response days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the supervising dean and the grievant.

11.23 Step Three - President

(a) Within seven (7) response days after receiving the decision (written response) from his or her supervising dean, the grievant may appeal to the president of the college or his designee. The appeal shall be in writing and accompanied by a copy of the decision at Step Two.

(b) No later than seven (7) response days after receiving this appeal, the president of the college or his designee shall hold a hearing on the grievance. Those individuals who have participated in Step Two of the grievance have the right to participate in this step.

(c) Within seven (7) response days after the hearing, the president of the college or his designee shall communicate his decision in writing and state his reasons to the grievant.

(d) The grievant may not introduce into this hearing significant new matrial, allegation or remedy that was not presented in Step Two. The grievant may submit additional written matter which further clarifies facts introduced at Level Two.

11.24 Step Four - Factfinding and Mediation

Within twenty (20) days after receiving the decision (written response) from the college president or his designee, either party may appeal to the Washington State Public Employment Relations Commission for factfinding and mediation. Both parties will sign the appeal. If factfinding and mediation fails in actual use, as applied to the Grievance Procedure, management agrees to seriously consider binding arbitration at the next contract negotiation or wage re-opener following a failure of factfinding and mediation to produce satisfactory resolution of the grievance.

11.30 Function and Powers of the Factfinder/Mediator

It shall be the function of the Factfinder/Mediator, after due investigation, to make written recommendations to the Board in cases of alleged violation of specific articles and sections of this Negotiated Agreement.

(a) He may make recommendations but shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the negotiated policies.

(b) He may make recommendations but shall have no power to establish salary structures or change any salary.

(c) He may make recommendations but shall have no power to rule on any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Law, or any negotiated tenure article.

(d) He may make recommendations but shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the necessity of any such practice, policy, or rule.

(e) He may make recommendations but shall have no power to decide any question which, under negotiated agreement is within the responsibility of mangement to decide. In providing recommendations, a Factfinder/Mediator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be specifically conditioned by negotiated agreement.

(f) The recommendations of the Factfinder/Mediator shall be advisory and shall be in writing and shall include a finding of whether, in the opinion of the Factfinder/Mediator, the allegations of violation of the Agreement are substantiated by the facts. After making a finding, he/she shall do all in his or her power, including meeting with the parties individually, to bring the parties to a resolution of the matter.

11.30 Function and Powers of the Factfinder/Mediator - (Continued)

(g) The Factfinder/Mediator shall have sixty (60) working days after the hearing to work out a solution, after which he must send his written recommendations to the Board for final resolution.

11.40 Claims for Back Pay or Settlements

(a) All claims for back wages or other settlements shall be in accordance with terms set by the judgment.

(b) Except in identical circumstances, each claim for back pay will be decided upon its own merits without recourse to precedents.

11.50 Grievance Unresolved Prior to Contract Termination

Any grievance begun, but not finally resolved, before the termination of this agreement shall be processed according to the procedures under which it was filed.

11.60 Grievances Occurring Between Contract Agreements

Provided that there is an agreement to extend the contract during negotiations any grievance arising during the period between the termination date of this Negotiated Agreement and the effective date of any new negotiated agreement shall be processed according to the terms and procedures of this Negotiated Agreement.

11.70 Appearance and Representation

(a) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend; such hearings shall be scheduled so as not to interfere with the programs and services of the college, unless there is mutual agreement for other arrangements.

(b) Management and the grievant each assumes financial responsibility for services provided by their own representatives, witnesses, or other individuals involved in any part of any grievance consideration.

(c) The grievant may withdraw the grievance at any level. Upon such withdrawal of the grievance by the grievant, no other individual or organization may pursue the filed grievance as specified in the "Statement of Grievance" any further.

11.80 Time Limits

(a) Time limits provided in these procedures may be extended by mutual agreement when signed by both parties.

(b) If no answer has been received by the grievant within twenty (20) response days, the grievant may request and will receive a hearing with the president of the college within three (3) response days of such request, and a decision within two (2) response days thereafter.

11.80 Time Limits - (Continued)

(c) Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the answer of the president or his designee at the previous step.

11.90 Academic Employee Rights and Limitations

(a) The grievance procedure shall not apply to any matter on which management is without authority to act.

(b) All data, records, and information necessary to the processing of a grievance will be made available to the principal grievant or his agent in a timely and expeditious manner.

(c) Academic employee(s) shall not use the grievance procedure to dispute or appeal management's decision(s) to employ or not to employ any academic personnel for any services.

(d) Any grievance pending resolution will not be affected by the termination of employment of the grievant(s), and the Board or any of its agents agree not to use the fact that a former academic employee is no longer an employee to influence its decision in the grievance procedure.

12.00 ACADEMIC EMPLOYEES' TENURE, REDUCTION-IN-FORCE, AND DISMISSAL PROCEDURES

12.10 Definitions

As used in this article, the following terms and definitions shall mean:

(a) "Appointing authority" shall mean the Board of Trustees of Community College District No. 22.

(b) The definition of "tenure," "faculty appointment," "probationary faculty appointment," "probationer," and "administrative appointment" shall be the same as is contained within RCW 28B.50.851 as now or hereafter amended.

(c) "Regular college year" shall mean a faculty appointment normally inclusive of consecutive fall, winter, and spring quarters.

(d) "President" shall mean the president of the college and of any other college hereafter established within Community College District No. 22, or in such president's absence, the acting president.

(e) "College" shall mean Tacoma Community College and any subsequent community college hereafter established within Community College District No. 22.

(f) "Tenure Review Committee" shall mean a committee composed of three (3) academic employees who hold tenured faculty appointments, a division chairman or management supervisor and a student appointed pursuant to statute.

(g) "Full-time" shall mean an appointment which is consistent with the full-time contractual assignment specified within Article 6.00 entitled CONTRACT YEAR AND LOAD.

(h) "Dismissal" shall mean the termination of a tenured faculty appointment or a probationary faculty appointment by the appointing authority.

12.20 Procedure Relating to the Establishment of Tenure

The Board of Trustees of the college hereby establishes the following rules on academic employee tenure.

12.21 Purpose of Tenure

The purpose of tenure is twofold:

(1) To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at the college and all subsequent community colleges hereafter established within Community College District No. 22; and

(2) To assure that tenure is granted to academic employees of such character and scholarly ability that the district, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers.

12.22 Compositions of Tenure Review Committees

(a) A separate tenure review committee, which shall serve as a standing committee until such time as the appointment is terminated, shall be established for each full-time probationer.

(b) Each tenure review committee shall be composed of five (5) persons: Three shall be tenured faculty appointees selected by a majority of the tenured faculty members and faculty department heads acting in a body prior to October 15 of the probationer's first full regular college year of employment; one shall be the probationer's division chairman (or his/her management supervisor if he/she is not supervised by a division chairman); one shall be a student representative who shall be a full-time student and who shall be chosen by the student association of the college in such a manner as the members thereof shall determine. Each tenure review committee shall select its own chairman. If the elected chairman fails to perform his/her required duties in the time period specified, management shall appoint a chairman from among the other committee members to fulfill the responsibilities. Each review committee shall meet at the call of the chairman when, in his discretion, the need for such meeting arises, provided that the committee shall meet with the probationer at least twice during each academic year prior to Februrary 15. Additionally, the committee shall meet within ten (10) days after the chairman receives the probationer's written request which states the purpose of the meeting.

(c) If a vacancy occurs upon any tenure review committee prior to the expiration of the probationer's appointment as such, an administrative, faculty or student member, as appropriate, shall be appointed to fill the vacancy pursuant to paragraph 12.22 (b) of this rule to serve for the duration of the committee's obligation.

12.23 Duties and Responsibilities of Tenure Review Committees

(a) The general duty and responsibility of the tenure review committee shall be to assess and advise the probationer of his professional strengths and weaknesses and to make reasonable efforts to encourage and aid him to overcome his deficiencies.

(b) The first order of business for each tenure review committee shall be to establish the procedure it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his appointment. In determining professional competence, the committee shall give due consideration to the criteria under which the employee was hired, as established by the probationer's department, program or advisory group. A review committee's evaluation procedures should include, as it deems necessary, the following:

12.23 Duties and Responsibilities of Tenure Review Committees - (Continued)

(1) Classroom observations by members of the tenure review committee;

(2) Student evaluation administered by a member of the review committee;

(3) Assessment of the probationer's contributions to the department, program, division, and the institution by the department or program, and division heads and other faculty;

(4) Self-evaluation.

(c) Each tenure review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the president, probationer, and the appointing authority on or before the designated times during each regular college year that such appointee is on a probationary status, or as is also required, within fifteen (15) days of the president's written request therefor.

(1) A written evaluation of each full-time probationary faculty appointee's performance including the degree to which the probationer has overcome stated deficiencies, on or before February 15. The review committee shall obtain the appointee's written acknowledgment of receipt of the written evaluation.

(2) A written recommendation regarding the employment or non-employment of the probationer for the ensuing regular college year on or before February 15.

(3) A written recommendation that the appointing authority award or not award tenure; such written recommendations to be submitted during the regular college year at times deemed appropriate by each review committee, provided that during such probationer's third regular college year of appointment the review committee shall, prior to February 15 of such regular college year, make a written recommendation as to the award or non-award of tenure. The failure of any review committee to make such written recommendation by February 15 of a probationer's third consecutive regular college year shall require that the probationer's supervising dean make a written recommendation as to the award or non-award of tenure by the following February 25.

(d) The appointing authority shall be required to give reasonable consideration to any recommendation of a review committee and is not bound therby.

(e) All written evalulations and recommendations prepared and submitted by a review committee pursuant to these rules shall include the committee's findings and supportive data and analysis.

(f) If the probationer disagrees with the review committee's recommendation as to the award or non-award of tenure, the probationer shall be provided an opportunity to challenge the review committee's recommendations before a committee of the appointing authority.

(g) On or before the last day of the winter quarter of each regular college year of a probationary appointment, the appointing authority shall notify the probationer of their decision regarding employment or non-employment of the probationer for the ensuing regular college year, except that on or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing authority shall notify him of their decision to either grant him tenure or not renew his appointment for the ensuing year.

(h) The decision of the appointing authority to not rehire a probationary academic employee for a second or third year of the probationary period or to not grant tenure is final, and the academic employee affected by this decision shall not have access to the Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force as provided by section 12.32 of this Negotiated Agreement, but the academic employee may submit written appeal and appear, in person, at the next Board meeting following such non-renewal.

(i) As per Chapter 112, Laws of 1975, 1st Extraordinary Session, those academic employees funded more than fifty-one (51%) percent of their annual salaries by other than State funds are non-tenurable, per WAC 131-16-400. Inclusion of this paragraph shall not limit the union in its court appeal of this law, rulings pursuant thereto and its effect on present employees in this category. Management will make every effort to shift presently affected employees to tenurable jobs as they become available. Management and the union agree to make necessary modifications in this section in order to bring it into compliance with subsequent court decisions, if any.

12.30 Procedure Relating to the Dismissal for Cause of a Tenured or Probationary Faculty Member

12.31 Basis for Dismissal for Cause

A tenured faculty member shall not be dismissed by the college except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause may include, but is not limited to:

(a) Demonstrated incompetency in his professional assignment;
(b) Proven neglect of recognized duties;
(c) Proven insubordination;
(d) Diagnosed physical or mental inability to perform assigned duties;
(e) Convicted of any unlawful act of violence during the period of employment;
(f) Convicted of any unlawful act resulting in destruction of college property;
(g) Convicted of any unlawful interference with the orderly conduct of the educational process.

12.32 Procedure for the Dismissal for Cause of a Tenured or Probationary Faculty Member

When reason arises to question the fitness of an academic employee, the initial step shall be for the appropriate administrative officer to discuss the matter with him in a personal conference. Notification of the conference shall include a notice that the individual has a right to have a union representative present. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, the case shall be referred to the president of the college. If the president of the college deems that the case warrants dismissal, the dismissal process shall be governed by the following procedure:

(a) At least seventy (70) calendar days prior to the effective date of termination of employment, the academic employee, who is to be dismissed by the appointing authority, and the union shall be furnished with written notice which shall include grounds for dismissal, a statement of the legal authority and jurisdiction of the president's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours, or if this is not possible because of the absence of the employee, it shall be mailed by certified return receipt mail to the academic employee's last known address.

(b) A dismissal for cause review committee will be established. The dismissal review committee shall be the same as the tenure review committee. If the tenure review committee is no longer available, the dismissal review committee shall have the same membership as required for a tenure review committee for a probationary academic employee. The members representing academic employees shall be selected by a majority of the academic employees and department chairmen acting as a body. The president shall deliver to the review committee the statement of charges provided to the employee.

(c) Remaining steps in the procedure for dismissal for cause of tenured or probationary academic employees members are as specified in Section 12.50, Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force.

12.40 Procedure Relating to Reduction-in-Force

12.41 Definition

A reduction-in-force is a dismissal of faculty members without prejudice and for adequate cause which shall include lack of funds and necessary curtailment of work. It shall necessarily include dismissals for cause due to declarations of financial emergency by the State Board for Community College Education.

12.42 Lay-Off Units and Procedure for Assignment

(a) A full-time academic employee's assignment to a lay-off unit will be that unit within which his or her job responsibility is classified.

12.42 Lay-Off Units and Procedure for Assignment - (Continued)

(b) For the duration of this agreement, the lay-off units and assignments thereto, as agreed to in the Union-Management meeting of February 3, 1974, or the most recent updating of those lay-off units and assignments thereto, shall be used as the basis for reduction-in-force. A person may be assigned to only one lay-off unit even though he or she is teaching in more than one unit.

(c) The institutional seniority list, which is to be published annually by November 1st of each year, under Article 9 of the Negotiated Agreement, will also include the lay-off unit to which an academic employee is currently assigned.

12.43 Alternatives to Reduction-In-Force

Alternatives to reduction-in-force shall be implemented by management prior to the initiation of reduction-in-force procedures. The application of these alternatives will be handled through the appropriate division and department. A full-time employee will be given sections normally staffed by part-time employees before being offered other alternatives to reduction-in-force. Such alternatives may include, but not be limited to, those in Article 6.00.

An academic employee's agreement to one or any combination of the above-referenced alternatives, or any other alternative agreed to, will be submitted in writing to the college president.

12.44 Basis for Reduction

If the number of full-time contracted academic employees is to be reduced, the college president, with advice from the appropriate supervising administators and department chairmen shall determine in the case of each affected department or program what courses and services are most necessary to maintain quality education and services at Tacoma Community College. In making his determination on reductions, the college president shall consider the following factors:

(a) Budget limitations, lack of funds, change in instructional or service programs, or lack of students participating in particular programs or services.

(b) The enrollment, the trends in enrollment, and their effect upon the department or program.

(c) The present and anticipated service needs of the college and its students and prospective students.

(d) Information concerning faculty and administrative vacancies occuring through retirement, resignation, and professional and other leave.

12.44 Basis for Reduction - (Continued)

Before arriving at proposed reduction-in-force decisions, the president will confer with representatives of the designated faculty organization and the student government regarding proposed reduction plans and will consider their opinions in the matter. In the case of reductions-in-force initiated by a declaration of financial emergency by the State Board for Community College Education the president will meet with representatives of the designated faculty organization and the student government to exchange information with them regarding the situation.

12.45 Order of Reduction

If a reduction is determined to be necessary within a lay-off unit, the employment needs of the department or program shall be the primary basis for identifying the order of reduction-in-force. First consideration will also be given to seniority as defined in Article 9.00, provided that such consideration results in the retention of qualified academic employees to replace and perform the necessary duties of the personnel reduced. In determining what duties an academic employee is qualified to perform, the president will consider, but not be limited to (a) general professional experience, (b) actual work experience in the area under consideration, and (c) educational background.

12.46 Right to Recall

A full-time academic employee whose contract is not renewed as a result of this reduction-in-force procedure shall have the right to recall to any academic position, either a newly created position or a vacancy: Provided that the individual is determined to be qualified for such position by the president of the college following recommendations by the supervising dean, department chairman and/or program director. The right of recall shall extend two (2) years from date of dismissal. A full-time academic employee whose contract is not renewed due to the reduction-in-force procedure shall keep the college personnel office informed of any change in address by the employee.

12.47 Procedure for Reduction-in-Force

When reason arises to dismiss an academic employee as a result of reduction-in-force, the initial step shall be for the appropriate administrative officer to discuss the matter with him or her in personal conference. Notification of the conference shall include a notice that the academic employee has a right to have a union representative present. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, the case shall be referred to the president of the college. If the president of the college still deems dismissal to be necessary, the dismissal process shall be governed by the following procedure:

I. Reduction-in-Force not Pursuant to Declaration of Financial Emergency.

(a) Termination as discussed in this section shall not occur during the duration of the affected employee's(s') current full-time academic employment agreement.

(b) At least seventy (70) calendar days prior to effective date of termination of employment, the union and the academic employee who is threatened with dismissal by the appointing authority shall be furnished concurrently with written notice which shall include grounds for dismisal, including the particular grounds for the individual's dismissal, a statement of the legal authority and jurisdiction of the president's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours, or if this is not possible because of the absence of the employee, it shall be mailed by certified return receipt mail to the academic employee's last known address and by special delivery campus mail to the union president's mail box.

(c) A Reduction-in-Force Review Committee will be established. The Reduction-in-Force Review Committee shall be the same as the affected employee's Tenure Review Committee. If the Tenure Review Committee is no longer available, the Reduction-in-Force Review Committee shall have the same membership as required for a Tenure Review committee for a probationary academic employee. The members representing academic employees shall be selected by a majority of the academic employees and department chairmen acting as a body. The president shall deliver to the Reduction-in-Force Review Committee the statement of charges provided to the employee.

(d) Remaining steps in the procedure for reduction-in-force are specified in Section 12.50, Hearing Procedure Relating to Dismissal for cause and reduction-in-force.

II. Reductions-in-Force Initiated by a Declaration of Financial Emergency by the State Board for Community College Education.

(a) The president shall specify and serve written notice of the cause(s) to the affected employee and provide copies to the Reduction-in-Force Review Committee. The notice shall include:

(1) Notice of the right of a hearing before a Review Committee.

(2) A statement of the time, place and nature of the hearing, if requested. Such hearing will take place not earlier than thirty (30) days from initial notice of lay-off.

(3) A statement of the legal authority and jurisdiction under which the hearing is to be held.

(4) A reference to the particular rules of the college that are involved.

(5) A short and plain statement of the matters asserted, including a statement of the reasons for the reduction.

(6) A statement that separation is not due to the job performance of the employee and is thus without prejudice to such employee.

(7) The effective date of separation from service which shall not take place earlier than forty-five (45) days from initial notice of lay-off.

(b) The affected academic employee shall have ten (10) days from the date of the notice of dismissal to request a hearing. If the affected employee does not request such a hearing from the president of the college within seven (7) days, management will request a written determination from the employee as to whether he/she wishes to avail himself of the right of a hearing. If after the ten (10) days provided herein the academic employee fails to respond, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing under the provision of this negotiated agreement.

(c) A Reduction-in-Force Review Committee will be established. The Review Committee shall be composed of five (5) persons. Three shall be tenured faculty appointees selected by a majority of the tenured faculty members and faculty department heads acting in a body. One shall be an administrator selected by the college president. One shall be a student representative who shall be a full-time student chosen by the student association in such a manner as the members thereof shall determine.

II. Reductions-in-Force Initiated by a Declaration of Financial Emergency by the State Board for Community College Education. - (Continued)

(d) The Board of Trustees will appoint a hearing officer. The faculty member(s) affected may request participation in the selection of a hearing officer in the manner provided in RCW 28A.58.455(4). Where there is more than one faculty member affected by the Board of Trustees reduction-in-force, such faculty members requesting hearing must act collectively in making such request: Provided further, that costs incurred for the services and expenses for such hearing officer shall be shared by the community college and the faculty member or members requesting hearing. If the affected faculty member(s) do not elect to participate in the selection of the hearing officer, they also will not participate in the costs incurred for the services and expenses of such hearing officer.

(e) The president will give ten (10) days written notice of the hearing to the faculty members who have requested such a hearing. The president will also provide notice to the Review Committee and hearing officer.

(f) Said hearing shall be a formal hearing pursuant to RCW 28B.19.120 and shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued. It shall be conducted in accordance with procedures specified in S 12.50(c) (1) through S 12.50(i), except that the issues shall be limited to whether the particular faculty member(s) selected is/are the proper ones to be terminated under the provisions of this agreement.

(g) Hearings for all faculty members requesting formal hearings shall be consolidated and only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

(h) At the formal hearing, the Review Committee may observe the formal hearing procedure and after the conclusion of the hearing offer its recommended decision for consideration by the hearing officer.

(i) Within ten (10) days after conclusion of the hearing, the hearing officer shall prepare findings, conclusions, and a recommended decision which shall be forwarded to the Board for final action thereon. Any such determination by the hearing officer under this section shall not be subject to further Review Committee action.

(j) The Board shall meet within a reasonable time after receipt of the hearing officer's recommendations to consider those recommendations. The academic employee affected by the hearing officer's recommendations may request a hearing before the Board within ten (10) days after receipt of said recommendations. The academic employee may be represented at the hearing with the Board by any legal counsel or other spokesperson of his/ her choice and by a representative of the union. If the Board considers evidence or facts other than those submitted by the hearing officer, and if such evidence may result in the dismissal or separation of the academic employee, the Board will disclose such evidence to the academic employee and afford him or her a reasonable amount of time (as determined by the Board) to evaluate the evidence and to respond in person, if the employee desires, to the newly raised evidence. The Board shall concurrently inform the affected academic employee or employees and the union of its decision by letter. Separation from service without prejudice after formal hearing under the provisions of this section shall become effective upon final action by the Board of Trustees.

(k) In the case of failure to request a hearing, the effective date of separation from service shall be the date indicated in the notice of reduction-in-force regardless of the duration of any individual employment contract. Separation from service after a formal hearing shall become effective upon final action by the Board of Trustees.

12.50 Hearing Procedure Relating to Dismissal for Cause and Reduction-in- Force

(a) The required notice of Dismissal for Cause or Reduction-in-Force to the affected academic employee(s) shall include notice of the right of a hearing before a review committee prior to the date of termination. The affected academic employee shall have ten (10) days from the date of the notice of dismissal to request a hearing. If the affected employee does not request such a hearing from the president of the college within ten (10) days, management will request a written determination from the employee as to whether he/she wishes to avail themselves of the right to a hearing. If after five (5) additional days the academic employee fails to respond, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing under the provision of this negotiated agreement.

(b) In the event the president receives a request for a hearing, all parties shall be afforded an opportunity for a hearing after not less than twenty (20) days notice. In the case of reduction-in-force, the hearing shall not be scheduled more than forty (40) days prior to the stated ending date expressed in the academic employee's individual employment agreement (subject to hearing officer availability). The notice shall include:

(1) A statement of the time, place and nature of the proceeding;

(2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(3) A reference to the particular rules of the college that are involved;

(4) A short and plain statement of the matters asserted.

12.50 Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force - (Continued)

(c) Prior to the time of the hearing, the Board and the union shall request an impartial hearing officer from the Public Employment Relations Commission to sit as non-voting member of the committee. It shall be his responsibility to:

(1) Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings;

(2) Meet and confer with members of the dismissal review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations;

(3) Appoint a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of hearings and record and other matters related to the hearings as directed by the presiding officer.

(4) Prepare the record if requested under Section (e).

(d) Opportunity shall be afforded all parties to be represented by counsel, to respond and present evidence and argument on all issues involved, and to examine and cross examine witnesses.

(e) Oral proceedings shall be transcribed, if necessary, for the purpose of rehearing, or court reviews. A copy of the record or any part thereof shall be transcribed and furnished to any party to the hearing upon request thereof and payment of the costs thereof.

(f) The college shall present its case first and shall have the burden of proceeding with the presentation of evidence in support of its recommendations for dismissal for cause or reduction-in-force.

(g) The record in a contested case shall include:

(1) All documents, motions, and intermediate rulings;

(2) Evidence received or considered;

(3) A statement of matters officially noticed;

(4) Questions and offers of proof, objections, and rulings thereon;

(5) Proposed findings and exceptions;

(6) Any decision, opinion, or report by the officer or committee chairman presiding at the hearing.

(h) Finding of fact shall be based exclusively on the evidence and on matters officially noticed.

(i) The college or its authorized hearing officer or committee may:

(1) Administer oaths and affirmations, examine witnesses and receive evidence. No person shall be compelled to divulge information which he would not be compelled to divulge in a court of common law;

(2) Issue subpoenas;

(3) Take or cause depositions to be taken consistent with Superior Court Rules with timelines as modified herein below. No person shall be compelled to divulge information which he would not be compelled to divulge by deposition in connection with a court proceeding;

(a) After issuance of the notice of hearing, any party to the hearing may take the testimony of any person, including a party by deposition by oral examination and/or interrogatories to be answered. The party desiring to take the deposition of any person upon oral examination shall give reasonable notice in writing of not less than three (3) calendar days (exclusive of the day of service, Saturdays, Sundays and holidays) to every other party to the action. The notice shall state the time and place for taking the deposition and the name and address of each person to be examined. If the deponent is to bring documents with him to be examined, the designation of the materials to be produced shall be attached to or included in the notice.

(4) Regulate the course of the hearing;

(5) Hold conferences for the settlement or simplification of the issues by consent of the parties.

(j) Within twenty (20) days following the review hearing, the review committee shall prepare recommendations on the action they propose be taken and submit such recommendations to the appointing authority. A copy of the recommendations shall be given the academic employees involved and the president.

(k) The Board shall meet within thirty (30) days after receipt of the review committee recommendations to consider those recommendations. The academic employee affected by the review committee recommendations may request a hearing before the Board within ten (10) days after receipt of the said recommendations.

12.50 Hearing Procedure Relating to ismissal for Cause and Reduction-in-Force - (Continued)

The academic employee may be represented at the hearing with the Board by any legal counsel or other spokesperson of his/her choice and by a representative of the union. If the Board considers evidence or facts other than those submitted by the Review Committee, and if such evidence may result in the dismissal of the academic employee, the Board will disclose such evidence to the academic employee, and afford him/her a reasonable amount of time (as determined by the Board) to evaluate the evidence and to respond in person, if desired, to the newely raised evidence.

Within thirty (30) days after the hearing before the Board, the appointing authority shall inform the affected academic employee and the union concurrently of their decision by letter.

13.00 CONDITIONS AND DURATION OF AGREEMENT

13.10 Duration

This Agreement and each of its articles is binding and effective June 20, 1987, and shall continue in full force and effect until June 19, 1988, with a sixty (60) day extension if agreement has not been reached on a new contract by June 19, 1988. Any changes to this Agreement during the life of this Agreement shall be made by mutual consent of both parties.

13.20 Opening of Negotiations

It is provided that on or before March 1, 1988, management and the union agree to meet and discuss any changes to these articles which might be proposed.

13.30 Past Practice Changes

Any changes in past practices not covered by this agreement shall require mutual acceptance by the union and management.

13.40 District Policy

It is agreed that all matters contained in this negotiated agreement shall also be adopted by the Board of Trustees as district policy with no termination date. Any new agreement would bring about corresponding changes in district policy.

13.50 Whenever appropriate, words used herein in the masculine may include the feminine.

IN WITNESS WHEREOF the parties hereunto set their hands this 11th day of September, 1987.

For Management:

President of the College

For the Union:

Harland F. Malyon
President of the Union

TACOMA COMMUNITY COLLEGE

APPENDIX "A" (1)

FULL-TIME ACADEMIC EMPLOYEE INDIVIDUAL EMPLOYMENT AGREEMENT

THIS INDIVIDUAL EMPLOYMENT AGREEMENT, made and entered as of its day of execution hereinafter set forth, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 22, hereinafter referred to as the "Board" and "College District" respectively, and

Name ______________________ Code ______________________

Number and Street ______________________ *Social Security Number ______________________

City, State and Zip Code ______________________, hereinafter referred to as the "Employee":

The Employee is hereby notified of his/her appointment to the District's full-time faculty staff to perform ______ days of professional education services as ______________ during the period of time commencing the ______ day of ______________, 19 ____, and terminating with the ______ day of ______________, 19 ____, exclusive of authorized leave and holidays designated in the College Calendar as now or hereafter amended. It is understood and agreed that the Employee shall be subject to the assignment of duties and reassignment or transfer by the President or his designee: provided that, the Employee shall not be assigned any course(s) or duties which he/she is not competent to perform.

It is understood and agreed that as a full-time faculty member the Employee shall, in addition to the above designated and related duties, participate fully in the activities of institutional councils and/or faculty committees, the registration of students, and the advising of students.

Quarters Assigned: ☐ Fall ☐ Winter ☐ Spring ☐ Summer

Alternate Contractual Days Assigned: ______________________

The employment status of the Employee shall be as follows: ☐ Probationary Appointment ☐ Tenured Appointment ☐ Temporary Appointment ☐ Other Appointment Explain: ______________

The Employee's salary shall be in accordance with his/her placement on the District's full-time salary schedule in accordance with his/her job description and/or educational qualifications and experience: to wit Column ☐ Step ☐

Doctorate ☐ $ ________, Longevity ☐ $ ________, or a salary of $ ________ for services as a(n) ______________

Other assignments include:

Department Chairperson ☐ ______________ $ ________, Activity ☐ ______________ $ ________

The salary for all assignments amounts to $ ________. Payments will be made in accordance with state approved lag payroll schedules.

This offer of employment is made subject to the policies, including the Negotiated Agreement between Tacoma Community College Federation of Teachers and Community College District Number 22, and rules or regulations of the District, the policies and rules or regulations of other state agencies which the District is required to observe in the practical and/or efficient operation of its college(s) and the laws of the State of Washington. Said policies, rules or regulations and laws as are now or hereafter adopted and/or amended are hereby incorporated herein by this reference and made a part of the terms and conditions of this offer of employment as though they had been expressly set forth herein.

This offer of employment shall remain open and effective only until 5:00 p.m. the ______ day of ______________, 19 ____. It may be accepted only by signing the original and postmarking or delivering it to the Personnel Office on or before the above date and time, together with any certificates of health or other documents or papers required by the laws of the State of Washington or rules and regulations of its agencies as a condition(s) to employment in the above designated capacity. This offer becomes invalid unless received by the District or postmarked prior to the above expiration date, unless the expiration date is officially extended.

*Required by Federal Privacy Act - RCW 41.48

Column/Step	________	$ ________
Doctorate		$ ________
Longevity Factor	______ %	$ ________
Stipend		$ ________
TOTAL SALARY:		$ ________

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 22

______________________ President ________ Date

______________________ Employee ________ Date

(This individual employee agreement cancels and supersedes all prior individual employment agreements issued for any portion of the period indicated above.)

Equal Opportunity Employer/Affirmative Action Plan in Effect

978

TCC-PERS-017 (Rev. 8/83) (Please sign and return white, yellow and pink copies to Personnel Office.)

______________ QUARTER, 19___

TACOMA COMMUNITY COLLEGE

APPENDIX "A" (2)

PART-TIME ACADEMIC EMPLOYEE INDIVIDUAL EMPLOYMENT AGREEMENT

THIS INDIVIDUAL EMPLOYMENT AGREEMENT, made and entered as of its day of execution hereinafter set forth, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 22, hereinafter referred to as the "Board" and "College District" respectively, and

Name ______________________	Code ______________________
Number and Street ______________________	*Social Security Number ______________________
City, State and Zip Code ______________________	Office Location and Mailbox ______________________

hereinafter referred to as the "Employee":

The Employee is hereby notified of his/her appointment to the District's part-time faculty staff to perform _____ days of professional education services as ______________________ during the period of time commencing the _____ day of ______________, 19____, and terminating with the ______ day of ______________, 19____, exclusive of authorized leave and holidays designated in the College Calendar as now or hereafter amended. It is understood and agreed that the Employee shall be subject to the assignment of duties and reassignment or transfer by the President or his designee: provided that, the Employee shall not be assigned any course(s) or duties which he/she is not competent to perform.

COURSE/NUMBER/SECTION	TIME	DAY(S)	LOCATION	CREDIT HOURS	CONTACT HOURS BEYOND CREDIT HOURS	OTHER HOURS

☐ EMPLOYEE IS ELIGIBLE FOR INSURANCE BENEFITS. ☐ EMPLOYEE IS NOT ELIGIBLE FOR INSURANCE BENEFITS.

The Employee shall be paid at the applicable part-time rate for the service specified herein, the total remuneration for which in no event shall exceed $____________. Except for leave days as specified in District policy, payment for classes which are not held and not rescheduled for any reason shall be deducted from the above amount.

It is agreed and understood that this appointment or any portion thereof may be cancelled by the District by reason of insufficient enrollment in the above designated class(es) or within the District as a whole as determined by the District. In the event of any such cancellation, the Employee shall be paid only for any class session(s) held prior to cancellation thereof.

This offer of employment is made subject to the policies and rules or regulations of the District, the policies and rules or regulations of other state agencies which the District is required to observe in the practical and/or efficient operation of its college(s) and the laws of the State of Washington. Said policies, rules or regulations and laws as are now or hereafter adopted and/or amended are hereby incorporated herein by this reference and made a part of the terms and conditions of this offer of employment as though they had been expressly set forth herein: PROVIDED THAT, NEITHER THIS APPOINTMENT NOR ANY SUCH POLICY, RULE OR REGULATION SHALL BE CONSTRUED AS PROVIDING THE EMPLOYEE WITH AN EXPECTANCY OF REEMPLOYMENT BY THE DISTRICT.

This offer of employment shall remain open and effective only until 5:00 p.m. on the _____ day of ______________, 19 ____. It may be accepted only by signing the original and postmarking or delivering it to the Personnel Office on or before the above date and time, together with any certificates of health or other documents or papers required by the laws of the State of Washington or rules and regulations of its agencies as a condition(s) to employment in the above designated capacity. This offer becomes invalid unless received by the District or postmarked prior to the above expiration date, unless the expiration date is officially extended.

This individual employment agreement is subject to amendment or modification which may result from negotiation with the Tacoma Community College Federation of Teachers.

*Required by Federal Privacy Act - RCW 41.48

NUMBER OF:		RATE		TOTAL
Credit Hours	________	@ $ ______	=	$ ________
Contact Hours	________	@ $ ______	=	$ ________
Math-Lab Hours	________	@ $ ______	=	$ ________
Prof Svc Hours	________	@ $ ______	=	$ ________
Non-Credit Hours	________	@ $ ______	=	$ ________
Ind Stdy Supv Hrs	________	@ $ ______	=	$ ________
TOTAL QUARTERLY SALARY:				$ ________
FTEF: ________				

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 22

______________________ Appointing Authority ______________ Date

979

______________________ Employee ______________ Date

(This individual employment agreement cancels and supersedes all prior individual employment agreements issued for any portion of the period indicated above.)

TACOMA COMMUNITY COLLEGE
5900 South 12th Street
Tacoma, WA 98465

Equal Opportunity Employer
Affirmative Action Plan in Effect

TACOMA COMMUNITY COLLEGE APPENDIX "B"

COMMUNITY COLLEGE DISTRICT 22

JOB DESCRIPTION SHEET

JOB TITLE	SALARY CLASSIFICATION	STIPEND	EFFECTIVE DATE
Department Chairperson	Faculty Schedule Column ________ Step ________	Per Negotiated Agreement $ ________	

The Department Chairperson shall be directly accountable to the Division Chairperson and shall be elected by the department with the recommendation forwarded to the President for approval and appointment. The Department Chairperson shall be charged with the coordination of department concerns with the Division Chairperson and the faculty members of the department, and shall fulfill the following responsibilities:

I. Represents the department faculty interests to the administration and with the campus community.

II. Presides at department meetings.

III. Represents department on the Curriculum Committee.

IV. Provides leadership within the department for:

(a) Curricula development, review, and modification.
(b) Class schedule development.
(c) Textbook selection.
(d) Professional growth programs for tenured faculty.
(e) Definition and development of new departmental full-time and part-time faculty, and staffing patterns.
(f) Development and submission of catalog materials.
(g) Department budget development.
(h) The evaluation process related to departmental programs.
(i) Coordination of the devliery of appropriate counseling and library service.
(j) Advising services to students.

The Division Chairperson will append to this description a paragraph noting the particular emphasis and priorities of the individual department chairperson assignment. (Some of these tasks are applicable in some departments and not in others.) Department chairpersonships are intended to provide representation, assistance, advisement and information and none of these duties shall be construed to be supervisory in nature.

SUMMER 1987

APPENDIX "C"

JUNE 1987

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JULY 1987

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AUGUST 1987

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Tacoma Community College

1987-88 INSTRUCTIONAL YEAR CALENDAR

Summer Quarter 1987 (June 22 to August 20, 1987)	
June 22	Day/Evening classes begin
July 21	First half, final exams
August 20	Final exams for summer quarter
August 24	Grades due in Records Office

Fall Quarter 1987 (September 21 to Dec. 11, 1987)	
September 7	Labor Day Holiday
September 8-18	Pre-instructional Days
September 21	Day/Evening Classes begin
September 26	Saturday classes begin
November 11	Veterans' Day Recess
November 25	Non-instructional Contract Day
November 26-28	Thanksgiving Holidays
December 7-11	Final Exams and Grading
December 14	Grades due in Records Office

Winter Quarter 1988 (Jan. 4 to March 19, 1987)	
January 4	Day/Evening classes begin
January 9	Saturday classes begin
January 18	M. L. King's Birthday Observed
February 15	President's Day Observed
March 15-19	Final Exams and Grading
March 21	Grades due in Records Office

Spring Quarter 1988 (March 28 to June 10, 1988)	
March 28	Day/Evening classes begin
April 2	Saturday classes begin
May 23	Memorial Day Observed
June 6-10	Final Exams and Grading
June 9	Commencement
June 13	Grades due in Records Office

LEGEND

⬡ Non-instructional contract days.*

∟ Classes begin.

▭ Final exams and grading.

○ Grades due.

///// Holidays or inter-term breaks.

*Plus two days to be determined by mutual agreement between the academic employee and his/her immediate supervisor.

FALL 1987

SEPTEMBER 1987

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WINTER 1988

JANUARY 1988

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JUNE 1988

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MAY 1988

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Approved by the Board of Trustees
January 8, 1987

AGREEMENT
BY AND BETWEEN
THE BOARD OF TRUSTEES
OF
WASHINGTON COMMUNITY COLLEGE
DISTRICT 23
AND THE
EDMONDS COMMUNITY COLLEGE
FEDERATION OF TEACHERS
LOCAL 4254
AFT, AFL/CIO

1985-1988

JC 870524

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ARTICLE I: FEDERATION RECOGNITION AND RIGHTS

A. Recognition and Unit Clarification.

The Board of Trustees of Washington State Community College District 23, recognizes the Edmonds Community College Federation of Teachers, Local 4254, AFT, AFL/CIO, hereinafter referred to as the "Federation," as the exclusive bargaining agent for all Community College District 23 academic employees in the following categories and as further defined in RCW 28B.52.020: 1. instruction, 2. counseling, 3. library/media specialists. Excluded are all other employees. The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

Any group of employees excluded from the bargaining unit may be added to the bargaining unit in accordance with statute and the rules and regulations promulgated by the Washington Public Employees Relations Commission. Matters regarding unit clarification shall be also handled by the Public Employment Relations Commission.

B. Federation Security.

1. The Employer hereby agrees that every academic employee shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Federation, participation in any lawful activities of the Federation or collective negotiations with the Employer or any grievance, complaint, or proceeding under this Agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

2. The Employer shall, upon written authorization of the academic employee involved, provide payroll deduction of Federation membership dues and/or contributions to political action committees for full-time and part-time academic employees. Such deductions shall be remitted to the authorized Federation representative within five (5) working days of the issuance of payroll checks. The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

3. Contingent upon enabling legislation or authorization from a court of competent jurisdiction and pursuant to an election conducted by the Public Employment Relations Commission, there shall be established an

agency shop requirement. Such requirement shall be that all full-time members of the bargaining unit tender to the Federation uniform and equitable dues and assessments which it from time to time establishes at its discretion. Such payments shall be deemed a condition of employment and may be accomplished through the dues deduction procedure established herein. Exceptions to such requirement may be made in the event of bona fide religious objection. In such instances, a charitable contribution shall be made. Any disputes between the Federation and an employee concerning a bona fide religious objection or which charitable organization shall receive the religious objection fees shall be referred to the Public Employment Relations Commission for a final and binding decision within twenty (20) days of the employee's objection.

C. Additional Federation Rights.

1. The Federation and its representatives shall have the right to schedule the use of district buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the Employer. Suitable office space on campus shall be provided for the Federation.

2. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on district property during working hours provided there is no disruption to instructional programs.

3. The Federation shall have the right to reasonable use of district owned or rented office equipment when such equipment is not otherwise in use. The Federation agrees to pay $100 per year which shall be deemed all such costs. The Federation also agrees to pay for the actual costs of all materials, supplies, and charges incidental to such use.

4. The Federation shall have the right to post official notices of its activities and matters of Federation concern on Federation bulletin boards located as agreed upon by the Contract Administration Committee.

5. The Federation may use the district internal communication service and academic employee boxes for communications to academic employees, including mass distributions. The Federation shall be entitled to distribute mail through the outgoing mail service provided it reimburses the district in accordance with applicable regulations.

6. The Federation shall be furnished two (2) copies of minutes, agendas, and related study materials at the same time and in the same form as those furnished the public and the Board of Trustees. Nothing in this section shall be construed to diminish the President's right to privileged correspondence with the Board of Trustees.

To assist the Federation in carrying out its role as the bargaining agent for academic employees, the Employer upon request shall furnish to the Federation information in the same form available to the general public. Such information shall include names and available addresses and telephone numbers of academic employees. The Employer agrees to provide updated lists before the 15th working day of each quarter.

7. A Federation representative shall have the opportunity to attend all open Board meetings. The Federation shall be allowed to enter any items on any agenda consistent with the procedures of the Board of Trustees and shall be allowed to speak on any question on any agenda.

8. The Federation shall have the right to send two (2) representatives to legislative committee hearings, SBCCE meetings, or Federation national, regional or statewide meetings or conferences providing that arrangements or assignment coverage are approved by the appropriate dean or designee. Travel and related expenses shall be borne by the Federation.

9. The Employer agrees to provide the Federation with copies of this agreement in a mutually agreeable format for all members of the unit. Distribution of the initial copy of this Agreement shall be the responsibility of the Federation. The Personnel Office thereafter shall make copies available to new employees during the term of this Agreement.

10. In recognition of the responsibilities of the Federation President regarding academic employee representation and Agreement related matters, the incumbent in this office will be granted one-third reduction in teaching load during fall, winter and spring quarters. The Federation President shall be responsible for assisting in the following:

    a. Improving communications between academic employees and the Employer.
    b. Participation with the academic employees and Employer in seeing that this Agreement is implemented.
    c. Working with the academic employees and the Employer toward solving problems which may arise in the administration of the provisions of this Agreement.

    At the request of the Federation, the appropriate dean may grant up to one third reduction in load during fall, winter or spring quarters for the Federation to use at its discretion. The Federation shall reimburse the district for the actual cost of replacement.

11. Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administrative personnel on matters relating to grievances or when attending a scheduled negotiations meeting or committees authorized by this agreement.

12. Prior to the commencing of classes of each academic year, the Federation President or designee shall have the opportunity to address academic employees.

13. The Federation agrees that none of the rights and privileges resulting from this article shall be used directly or indirectly for political activities prohibited by statute.

14. The Employer shall make a reasonable attempt to keep every Wednesday afternoon from 2:00 to 5:45 p.m. free for Federation members of the Salary Committee, the Contract Administration Committee and the Federation Executive Council to conduct business related to this agreement.

15. Nothing contained herein shall be construed to deny, restrict, or diminish any rights an academic employee may have under the laws of the State of Washington and of the United States or other applicable regulations.

ARTICLE II: EMPLOYEE RELATIONS

A. Nondiscrimination. The Employer shall take no discriminatory action relative to but not limited to hiring, work assignments, promotions, training opportunities, leaves, pay or the awarding of tenure against any academic employee or any applicant for any academic employee appointment on the basis of race, religion, color, national origin, citizenship, ancestry, age, sex, sexual orientation, organizational affiliation, marital status, life style, or handicap status. The terms of the agreement shall be subject to the District Affirmative Action Policy as it now exists or hereinafter may be modified by the Board of Trustees. Any application of the provisions contained herein in conflict with said affirmative action policy shall be held inoperative as a result thereof, but all remaining terms shall be in full effect until renegotiated. It is understood that both parties shall actively support an affirmative action program. Alleged violations of this section will be processed by the applicable regulatory agency. In the event a regulatory agency does not have jurisdiction, the grievance procedure of this agreement may be utilized.

B. Screening and Selection.

1. Three members of the district's Affirmative Action Committee shall be academic employees appointed by the Federation.

2. Academic employee vacancies shall be filled in accordance with the District Affirmative Action Policy and Plan.

3. For full-time academic hires, such Policy and Plan shall require that appropriate full-time academic employees be involved in recommending qualification and in the selection process of applicants. Whenever possible, screening committees for full-time academic employee positions shall include tenured academic employees from the discipline or related disciplines.

4. For part-time academic hires, full-time academic employees in the appropriate department, when possible, shall be involved in developing qualifications for part-time positions. Position descriptions may be written for individual courses or groups of courses. Authority for hiring part-time academic employees has been delegated by the President through the Vice President to the Division Director.

C. Individual Contracts. All academic employees shall be issued an individual contract. Such individual contracts shall state:

1. That it incorporates by reference this Agreement;
2. The step placement or part-time rate as appropriate;
3. The teaching load or other assignment as appropriate;
4. The total annual or quarterly salary as appropriate;
5. The beginning and ending dates of the assignment period;
6. The total number of days or hours, as appropriate, of the assignment period;

7. The type of appointment held by the employee (e.g., temporary, probationary, tenured, or part-time);
8. The accumulated sick leave, if applicable;
9. The number of credits or professional improvement credits earned toward the next step placement, if applicable;
10. The choice as to the number of equal payments made to the employee.
11. The failure to return a contract within ten working days after receipt shall mean such individual academic employee does not intend to return and no longer desires to be employed by District 23.

The Employer shall provide such contracts to each full-time academic employee by May 15 prior to the ensuing academic year of assignment. Full-time academic employees on leave must be notified by certified mail.

Each individual employee who intends to return or commence employment in her/his respective tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it no later than ten (10) working days after its receipt.

The Employer shall provide individual contracts to each part-time academic employee no later than two (2) weeks after the first class day. No part-time assignment shall be cancelled except in accordance with pre-established and pre-promulgated criteria provided Vice President for Educational Services after consultation with the Contract Administration Committee. In the event that an assignment for a part-time academic employee is cancelled, the employee shall be paid according to the appropriate rate for all class sessions conducted prior to cancellations.

D. Paychecks will be issued under the appropriate rules of the Office of Fiscal Management as they currently exist or hereafter may be modified. Specific implementation of such rules shall be reviewed by the Contract Administration Committee.

When errors are made resulting in underpayments to full-time or part-time academic employees, the Employer shall advance to the employee the amount of the underpayment within five (5) working days of notification to the district business office.

E. Performance Appraisal.

1. Purpose. The purpose of academic employee evaluation shall be to ensure, promote, and recognize quality educational programs and academic employee performance.

2. Frequency.

   a. Full-time, tenured academic employees shall be evaluated at least once every three years. More frequent evaluations may occur in the event of 1) unsatisfactory performance rating or 2) employee request.

   b. Part-time instructors will have student evaluations performed during the first quarter they teach and at least every third quarter thereafter, the quarter to be determined by the Division Director.

c. Probationary employees shall be evaluated in accordance with Article IV.

d. In the event an evaluation is not carried out in a timely fashion, the academic employee's performance will be deemed satisfactory for the period of time the evaluation would have covered.

3. Provisions.

a. Academic employees shall be evaluated by their immediate supervisors and students and/or classified staff, if appropriate. No academic employee shall be requested to evaluate a peer.

b. Academic employees shall have the major portion of their evaluation based on skill and effectiveness in the primary assignment. In addition, full-time academic employees shall be evaluated on advising skills, if applicable, meeting office hour obligations and effective participation in department, division, and institutional responsibilities. Forms and instruments prepared by the employer shall reflect these criteria.

c. The academic employee may enter any material in his/her personnel file he/she chooses and may also make a written response to any evaluation data contained therein.

d. Formal records will include a copy of the evaluation instrument, summary of the results, the Division Director's evaluation and any supporting materials. The data and nature of the next evaluation will also be recorded.

e. The evaluation process and disciplinary process are separate. The evaluation process shall not be used for disciplinary purposes. Any disciplinary action taken during the review period, however, may be summarized for the evaluation.

f. Full-time instructors will have student evaluations taken in all classes during the quarter of their choice of each academic year.

g. Although a rating scale with multiple levels may be used for different categories of the performance review process, the evaluation in total must be rated either satisfactory or unsatisfactory. Supervisors must specify in writing what constitutes satisfactory and unsatisfactory performance prior to the evaluation process. Conclusion by the evaluators will be specific and verifiable. Further, the supervisor must specify in writing which aspects of the performance are unsatisfactory, describe the performance level which must be achieved to be deemed satisfactory and include appropriate and reasonable remedies for improvement.

Grievances regarding this subsection shall be limited to alleged arbitrary, capricious, or discriminatory actions on the part of the supervisor. Such grievances will terminate at step two of the grievance process which will be the final step.

4. Confidentiality. All evaluation materials and ratings are to be confidential. Any data that is not sent to the personnel file shall be returned to the academic employee or destroyed. Only the material in the personnel file may be used in a personnel action. Evaluation procedures shall be set up to minimize the number of persons handling the data.

F. Faculty Development. Consistent with fiscal and budgetary limitations, the Employer shall provide opportunities for academic employees to engage in voluntary professional development activities that are informal and separate from the Performance Appraisal described in II.E. Results or materials from these activities are not to be a part of the formal evaluation or the personnel record unless the academic employee chooses to enter them into his/her personnel record.

G. Complaint Procedures. In any instance where a supervisor receives a substantive complaint about the performance of an academic employee from students, the public, or college personnel, the supervisor will be required to notify the affected employee within ten (10) working days. The supervisor and the employee will meet to discuss the complaint informally and, if possible, resolve it. Such meeting will normally take place during the academic employee's regular working hours.

H. Disciplinary Action.

Discipline will be only for just cause and will be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials related to discipline will be treated in accordance with Article I, below. Disciplinary action which involves loss of pay or repayment to the District may result only from violation of policy and regulations and not from unsatisfactory performance.

I. Personnel Files.

1. The Employer shall retain only one personnel file for each academic employee which shall be located in the personnel office. Except as otherwise provided in this section, copies of material in the personnel files shall be confidential. The Employer may maintain payroll and salary committee records at some other location. Supervisors may keep information related to evaluation, discipline and/or complaints in a separate file; provided, however, no adverse action will be taken towards any academic employee until contents of this section have been met.

2. Except for routine administrative documents such as employment notices, no information will be placed in an academic employee's personnel file unless copies have been furnished to the employee concerned. The employee has the right to respond to all material in the file and place a response in the personnel file.

3. Excluding summaries of student evaluations signed by the appropriate administrator, no anonymous materials shall be placed in any personnel files.

4. All academic employees shall have the right to review the entire contents of their personnel file. A Federation representative or the academic employee's attorney may accompany such employee upon his/her request to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved or the academic employee's designee. Photocopying charges shall be borne by the requesting academic employee for all pages in excess of twenty per year.

5. Use of an individual personnel file for administrative purposes shall be noted and inserted in the file. Only bona fide representatives of the Employer or Employee shall have access to files containing evaluations or other personnel actions.

6. Disciplinary material shall be removed from the file 1) after six (6) years if there has been no reoccurrence of the problem or 2) at any time upon mutual agreement between the employee and the supervisor.

ARTICLE III: WORKING CONDITIONS

A. Academic Freedom.

1. The Purpose of Academic Freedom.

A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens to make choices in their own lives, and to attempt solutions for problems of the future than uninformed, uncritical followers. The purpose of academic freedom is to ensure this intellectual development of students.

2. Implementation of Academic Freedom.

Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated agreements with the Employer, academic employees are guaranteed the following freedoms:

a. Academic employees are free to exercise all their constitutional rights without institutional censorship, discipline or other interference.

b. As scholars and specialists, academic employees are free to conduct research and to publish its results.

c. As professionals in their respective disciplines, academic employees are free to select the content and methods through which they discharge their responsibilities as instructors, counselors, and library/media specialists. They are free to select textbooks, resource persons, and other materials required to carry out their assigned responsibilities, consistent with reasonable financial restrictions determined by the Employer.

d. As student advisors, counselors, and confidants, academic employees may not be required to release information about students other than those grades and official records required by the appropriate college record-keeping office or when otherwise required by law.

e. This enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees.

B. Facilities and Support Services.

1. Consistent with fiscal and budgetary limitations,

a. The Employer shall provide each full-time academic employee with adequate and secure office space, furniture, and files. The Employer shall provide maintenance of these office facilities.

All academic employees shall be able to use their office space at any time of the day or week. The Employer shall provide academic employees with access to facilities necessary for conducting and fulfilling their professional duties. In addition, each division shall provide appropriate consultation and work space for use by part-time academic employees for student consultation.

b. The Employer shall furnish all equipment and supplies necessary to teach class.

c. The Employer shall provide staff services at times convenient to class scheduling.

d. Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and precautions as they shall be promulgated.

e. The Employer shall provide building and classroom maintenance to ensure academic employees, students, and guests a clean, safe and healthy environment.

2. The Employer shall provide academic employees with designated on-campus parking.

3. The academic employees shall have a staff lounge to be provided at the expense of the Employer. Such lounge shall be conveniently located near food service.

C. Materials and Ownership.

1. The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his/her name.

2. The ownership of materials, processes, or inventions produced solely for the district and at district expense shall vest in the district and be copyrighted or patented, if at all, in its name.

3. In those instances where materials, processes, or inventions are produced by an academic employee with district support, by way of use of significant personnel, time, facilities or other district resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the district.

D. Board Policies and College Regulations.

All full-time academic employees may request and receive a copy of the District 23 Board Policies and College Regulations manual. All district policies, procedures, and regulations not covered in this Agreement shall be included in the manual within a reasonable time after adoption or modification by the Board of Trustees. Copies of the manual shall be available in the college library and in Division Offices for check-out or use by part-time academic employees.

E. Transportation.

Academic employees who are required by the Employer to use personal vehicles for transportation to and from a facility that is being used for institutional or related academic activities shall be compensated at the applicable rate under regulations established by the Office of Financial Management.

F. Legal Protection.

1. As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against a faculty member arising out of the performance or failure of performance of duties for the District, within or without the Edmonds Community College facilities, the Board of Trustees may grant a request by a faculty member that the Attorney General be authorized to defend said action, claim, demand, suit, criminal proceedings, and the cost of defense or said action shall be paid from the appropriation made for the support of the District.

2. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.

3. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state's tort claims revolving fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

4. The provisions of this section shall not apply unless the Board has made a finding and determination by resolution that the faculty member was acting in good faith.

ARTICLE IV: RULES AND REGULATIONS GOVERNING TENURE, DISMISSAL AND REDUCTION IN FORCE

A. Tenure: The purpose of tenure is to protect academic employee employment rights and academic employee involvement in the establishment and protection of these rights, and to define a reasonable and orderly process for the appointment of academic employees to tenure status and for the non-renewal of probationary academic employees.

B. Definitions: As used in this Article, the following terms and definitions shall mean:

1. "Appointing Authority" shall mean the Board of Trustees of Community College District 23.
2. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.
3. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, media specialist, or other positions for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments and except special faculty appointments as permitted by applicable law. Faculty appointment shall also mean division heads and administrators to the extent that such division heads or administrators have had or do have status as a teacher, counselor or librarian.
4. "Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.
5. "Probationer" shall mean any individual holding a probationary faculty appointment.
6. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.
7. "Regular College Year" shall mean that period of time extending from the beginning of the fall quarter through the end of the following spring quarter. Such definition shall include any summer quarter worked in lieu of a fall, winter, or spring quarter.
8. "President" shall mean the President of Community College District 23.
9. "Appointment Review Committee" shall mean an ad hoc committee composed of the probationer's tenured faculty peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

10. "Non-Renewal" shall mean the decision of the Board of Trustees not to renew the contract of a probationary faculty member for the succeeding academic year.

11. "Full-time" shall mean an individual holding a tenured faculty appointment.

12. "A Faculty Peer" shall mean an individual holding a tenured faculty appointment.

13. "Teaching Faculty" as used herein shall mean the same as faculty appointment.

C. College Appointment Review Process:

1. College Appointment Review Committee.

a. Each probationer shall have a five-member Appointment Review Committee assigned within 20 working days of hire. Appointment Review Committees shall serve as ad hoc committees until such time as the probationer is either granted tenure or the employment in a probationary faculty appointment is terminated. Responsibility for establishing Appointment Review Committees' elections shall reside with the Federation.

(1) Tenured academic employees in the probationer's division shall nominate, by majority vote, at least one tenured academic employee to serve on the the Appointment Review Committee.

(2) The probationer shall nominate at least one tenured academic employee to serve on the Appointment Review Committee.

(3) The Federation shall nominate at least one tenured academic employee to serve on the Appointment Review Committee.

(4) The three academic employees on the Appointment Review Committee shall be elected by the tenured faculty acting as a body.

(5) Of the three tenured academic employees on the Appointment Review Committee, one should be in the probationer's academic discipline or field of specialization.

(6) The administrative representative on the committee shall be appointed by the President or designee.

(7) The full-time student member on each Appointment Review Committee shall be chosen by the student association in such a manner as the members thereof shall determine.

(8) If a vacancy occurs upon any Appointment Review Committee, a replacement shall be appointed by the Federation from among the tenured academic employees in the probationer's discipline or related disciplines in the case of a vacancy in a academic employee position on the committee; by the Student Body President in the case of a vacancy in the student position on the committee; or by the President or designee in the case of a vacancy in the administrative position on the committee.

b. Appointment Review Committees: Duties and Responsibilities.

The general duty and responsibility of the Appointment Review Committees shall be to evaluate the probationers, to advise them of their strengths and weaknesses, and to develop with them programs to overcome their deficiencies. The evaluation process shall place primary importance upon the probationer's effectiveness in the appointment. The Appointment Review Committee shall be responsible for making a recommendation, in accordance with the procedures in Section C.1.c. as to whether the probationer shall be granted tenure, be given an additional probationary year, or be terminated by the non-renewal of his/her probationary status.

c. Appointment Review Committees: Operating Procedures.

(1) The President or designee will call the first meeting of an Appointment Review Committee within the first 30 days of hire. A chairperson shall be elected by the committee at its first meeting.

(2) All meetings of an Appointment Review Committee after the first shall take place upon the call of the Chairperson. Appointment review committee may meet with or without the probationer. The committee shall determine whether the probationer's presence is necessary or advisable; in any event, the committee shall meet with the probationer at least twice per quarter.

(3) The evaluative process employed by each Appointment Review Committee shall include the stipulations outlined below:

(a) The first order of business for each Appointment Review Committee shall be to establish, in consultation with the probationer, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.

(b) Criteria to be used in the evaluation shall be limited to professional skills, knowledge of subject matter, general college service, and faculty-staff relationships.

(c) Evaluation shall be based partly on first-hand observations of the probationer's performance in the position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by a discipline peer group, evaluation by the probationer's students, and an evaluation by the probationer's immediate administrator.

(d) All evaluative judgments shall be written in narrative report form.

(e) Student evaluation instruments for probationary instructors and counselors shall be the same as those used by other division faculty. Student evaluations shall be administered at least two quarters each year of the probationary period.

(4) When deficiencies in the performance of a probationer have been noted by an Appointment Review Committee, the following steps should be taken by the committee:

(a) Areas of deficiency should be put in writing and discussed at a conference with the probationer as soon as these deficiencies are recognized.

(b) The Appointment Review Committee should develop with the probationer a written program to improve these deficient areas.

(c) Frequent conferences should follow step (b) above to provide for follow-up evaluations as well as program revisions to help the probationer improve.

(5) Each Appointment Review Committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of the progress during the probationary period and receive the probationer's written acknowledgement thereof. The following written reports, at the minimum, will be rendered to the probationer, the President, and the appointing authority on or before the times specified herein during each regular college year that such appointee is on probationary status; or, as is also required, within fifteen (15) days of the President's written request for them; except that the recommendation for tenure or continued probationary status shall not be required when the committee in an earlier report has recommended non-renewal:

(a) A written progress report by the end of fall quarter outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any such deficiencies.

(b) A written evaluation of the probationer's performance and progress including the degree to which the probationer has overcome stated deficiences, on or before March 1.

(c) A written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuing regular college year, on or before March 1.

(d) A written recommendation for tenure or continued probationary status, on or before March 1.

2. Authority of the Board of Trustees.

The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarter. Provided, the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the recommendations of the appropriate review committee. The probationer shall be deemed to have been awarded tenure if no official notice is sent to the probationer by the last day of the winter quarter of the third consecutive year in which a contract is issued.

The regular college year in all instances shall be deemed to begin with the first fall quarter regardless of the quarter in which the probationer begins full-time employment.

3. Rights and Reasonable Expectations of the Probationer.

   a. Sufficient rapport should be established between the probationer and the Appointment Review Committee so that the purposes of the classroom visitations and evaluation sessions are clear.

   b. The classroom visitations should be arranged so that the probationer will be prepared for the visit.

   c. The probationer should have been acquainted with the evaluative instrument prior to its use.

   d. Conferences with the probationer should be scheduled and should cover each category on the evaluation instruments used in the preparation for the conference(s).

   e. When a disagreement occurs between the probationer and the Appointment Review Committee over any area of evaluation, the probationer may submit a written statement of these disagreements and shall be entitled to a written response from the committee.

   f. A probationer shall be formally notified of non-renewal by the end of winter quarter of the applicable year.

D. Dismissal.

1. Sufficient Cause. A tenured faculty member shall not be dismissed from his or her appointment except for sufficient cause, nor shall a faculty member who holds a probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

2. Preliminary Proceedings Concerning the Dismissal of a Faculty Member.

   Reasons to consider the dismissal of a faculty member shall be documented by letter to the faculty member. The President shall discuss the letter with him/her in a personal conference. The matter may be settled by mutual concent at this point. The President shall place the letter in the employee's personnel file unless mutually agreed otherwise.

3. If the President determines that dismissal proceedings should be initiated, he or she shall proceed according to the rules contained in Section F of this Article.

E. Reduction in Force (RIF).

1. Reduction in force is deemed to constitute sufficient or adequate cause for dismissal/termination of tenured faculty members or probationary faculty employees prior to the written term of their individual appointment. Reduction in force shall include, but not be limited to any of the following grounds:

   a. Lack of funds.

   b. Inadequate enrollment.

   c. Reduction of allotments pursuant to chapter 43.88 RCW, as now or hereafter amended.

   d. Changes in educational policy and/or goals.

   e. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13 § 1 under the following conditions.

      (1) Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or
      (2) Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

2. Reduction in Force Units.

   a. The Contract Administration Committee shall maintain an updated list reflecting new hires and changes in work assignments of each individual academic employee. Such list shall rank each full-time employee in the appropriate unit in accordance with the seniority procedures defined herein.

b. In applying the above, employees will be placed in the unit which reflects their unit of original hire with appropriate seniority from date of such assignment. In the event of a transfer in assignment, either voluntary or involuntary, the employee shall at the time of transfer have the choice of retaining previous seniority and assignment to the reduction-in-force unit reflecting original hire or to be assigned to the new reduction in force unit with seniority accruing effective the date of transfer to the new assignment. Such choice, once made, may not be revoked.

c. Any dispute regarding reduction-in-force unit assignments shall be submitted to expedited arbitration utilizing the American Arbitration Association.

d. The following units shall serve as reduction-in-force units for academic employees:

Accounting/Business
Anthropology/Philosophy
Art/Photography

Biology/Geology/General Science

Chemistry
Clothing and Textiles
Computer Information Systems/Computer Science
Contruction Management
Court Reporting
Counseling

Dental Assisting
Developmental Education

Early Childhood Education/Social and Human Service/Family Life
Earth and Rock Drilling
Economics
Electronics
Energy Management
English/Humanities

Foreign Languages

Heavy Equipment

Health/Physical Education
History/Political Science/Geography
Horticulture

International Programs

Legal Assisting
Library

Management/ Retail Management/Fashion Merchandising
Mathematics
Medical Assisting
Media Center
Music

Office Administration

Physics
Psychology

Small Business Management
Sociology
Speech/Drama

Travel

e. If new programs are added during the term of this Agreement, the Contract Administration Committee will determine whether they are to be separate units or combined with existing units.

3. Seniority.

a. Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for continuous full-time service for Community College Districts 5 and/or 23. Continuous service shall include leaves of absence, professional leaves, and periods of lay-offs. The longest term of employment as thus established shall be considered the highest level of seniority. In instances where faculty members have the same beginning date of full-time professional service, seniority shall be determined in the following order:
(1) First date of signature of an employment contract.
(2) First date of signature of letter of intent.
(3) First date of application for employment.

b. When an employee leaves a faculty position to permanently accept an exempt position with the district, seniority shall continue to accrue for a maximum of three years.

4. Implementation of Reduction in Force.

a. The President shall decide the number of academic employees to be reduced in each reduction-in-force unit.

b. Within each affected reduction-in-force unit, the President shall observe the following order of lay-off:

First: Part-time academic employees,

Second: Temporary full-time academic employees in order of least seniority, Third: Full-time probationary employees in order of least seniority,

Fourth: Full-time tenured employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that

(1) Strict adherence to it would result in no qualified individual being available to fully perform the duties of the core courses of the program.

(2) Strict adherence to it would cause a regression in the progress of the District toward its Affirmative Action goals.

5. Initial Procedures.

a. When the President determines that a reduction in force is necessary for the reasons in Section E.1.a-d. above and has selected the affected employees to be reduced, the initial step shall be for the President to meet with each employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.

b. When the Board of Trustees determines that a reduction in force is necessary for the reasons set forth in Section E.1.e. above, the President shall select the affected employees to be reduced and meet with the employee in personal conference, which is an informal proceeding, to discuss the proposed termination dismissal. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

6. Rights of RIFFed Academic Employees.

The Contract Administration Committee shall create and maintain Recall Lists for each affected reduction-in-force unit within District 23. The names of those academic employees shall be placed on the appropriate Recall Lists according to seniority. Recall in each RIF unit shall be in order of reverse seniority; those qualified academic employees at highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual separation. No new hires shall be permitted to fill academic employee vacancies in the RIF unit unless there are no qualified or available academic employees on the Recall Lists to fill the vacancies. The name of any academic employee refusing a recall offer to a full-time assignment shall be removed from the Recall List, and said academic employee will no longer be considered eligible for recall. It is the responsibility of those academic employees desiring recall to furnish the Employer with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, academic employees shall retain all benefits such as sick leave, tenure, and salary schedule placement which had accrued up to the date of separation. Notice of recall shall be sent by certified mail.

F. Formal Dismissal Procedure.

1. Formal notice.

a. After determining that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee and provide copies to the Dismissal Review Committee. The notice shall include:

(1) A statement of the time, place and nature of the hearing (the hearing must be held on not less than 10 days written notice).

(2) A statement of the legal authority and jurisdiction under which the hearing is to be held.

(3) A reference to the particular rules of the college that are involved.

(4) A short and plain statement of the matters asserted. In the case of a reduction in force for the reasons set forth in Section E.l.a-d above, this shall include a statement of

(a) the grounds for reduction in force as delineated in Section E.l.a-d, this shall clearly indicate the separation is not due to job performance of the employee and hence is without prejudice to such employee, and

(b) the basis for selection of the affected employee. In the case of a reduction in force for reasons set forth in Section E.l.e. above, this shall clearly indicate the separation is not due to job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction in force as one or both of the reasons set forth in Section E.l.e. above. The notice must also indicate the effective date of separation from service.

b. The affected employee(s) shall have ten (10) days from the date of service of the notice of dismissal to make a written request to the President for a hearing. If the employee fails to respond wthin the ten days provided herein, such failure to request a hearing shall constitute acceptance of dismissal and waiver of any rights to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Commitee and Board of Trustees. Furthermore, a written request for a hearing within the above ten-day period is deemed jurisdictional.

2. Composition of Dismissal Review Committee.

   a. A five-member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the student association in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be selected by a majority of the faculty and faculty department heads acting in a body. The three (3) members representing faculty peers on the Dismissal Review Committee and three (3) alternates shall be selected by a process developed and administered by the Federation. The faculty members on the initial Dismissal Review Committee shall serve a one-year, two-year, and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.

   b. In no case shall a member of the committee sit on judgement of her or his own case, or the case of her or his spouse.

   c. In the event there is a vacancy on the committee, a replacement shall be selected within 15 days of the vacancy in the manner outlined above.

3. Responsibilities of Dismissal Review Committee. The responsibilities of the committee shall be:

   a. To review the case of the proposed dismissal.

   b. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witness.

   c. To hear testimony from all interested parties, including but not limited to other faculty members and students, and review any evidence offered by same.

   d. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in any event no longer than 30 days after the conclusion of the formal hearing and within seven days in the case of a reduction in force for reasons set forth in Section E.1.e. above, the written recommendations of the committee will be presented to the Board of Trustees, with copies to the President, the affected academic employee, and the hearing officer.

4. Hearing Officer.

   a. Appointment.

      (1) Upon receipt of a request for a hearing from an affected employee, the President shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial

hearing officer. The Federation shall be consulted prior to such appointment.

(2) In the case of a reduction in force for reasons set forth in Section E.1.e. above, at the time of a faculty member's or members' request for a formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, that where there is more than one faculty member affected by the Board of Trustees' reduction in force, such faculty members requesting hearing must act collectively in making such request; PROVIDED FURTHER, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and faculty member or faculty members requesting the hearing.

b. Duties. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and this section. The duties of the hearing officer include:

(1) Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which he or she could not be compelled to divulge in a court of law.

(2) Issuing subpoenas.

(3) Taking or causing depositions to be taken pursuant to rules promulgated by the district.

(4) Regulating the course of the hearing.

(5) Holding conference for the settlement or simplification of the issues by consent of the parties.

(6) Disposing of procedural requests or similar matters.

(7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings.

(8) Appointing a court reporter, who shall operate at the direction of the hearing, and record any other matters related to the hearing as directed by the hearing officer.

(9) Allowing the Dismissal Review Committee to hear testimony and any oral argument from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.

(10) Prepare findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after the hearing, or within ten days in the case of a reduction in force for reasons set forth in Section E.1.e. above, the written recommendation of the hearing officer will be presented to the Board of Trustees with copies to the President, committee, and affected employee.

(11) Preparing and assembling a record for review by the Board of Trustees which shall include:

- (a) All pleadings, motions and rulings;
- (b) All evidence received or considered.
- (c) A statement of any matters officially noticed.
- (d) All questions and offers of proof, objections and rulings thereon.
- (e) The proposed findings, conclusions and recommended decision.
- (f) A copy of the recommendations of the Dismissal Review Committee.

(12) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.

(13) Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

(14) Consolidating individual reduction in force hearings into a single hearing. In the case of reduction in force for reasons set for the in Section E.1.e. above, the hearing shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

(15) Taking any other action authorized by rule or regulation of the district.

(16) In the case of a reduction in force for reasons set forth in Section E.1.e. above, the formal hearing (pursuant to RCW 28.19.120 and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty days after written notice of the reduction in force has been issued; (b) the only issue to be determined shall be whether under the applicable policies,

rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further Tenure Review Committee action.

5. Procedural Rights of Affected Employees. An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

   a. The right to confront and cross examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten days prior to the hearing on the matter towards which the testimony of the witness is considered material.

   b. The right to be free from compulsion to divulge information which he or she could not be compelled to divulge in a court of law.

   c. The right to be heard in his or her own defense and to present witnesses, testimony, and evidence on all issues involved.

   d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 28.B.19 RCW.

   e. The right to counsel of her or his choosing who may appear and act on her or his behalf at the hearings.

   f. The right to have witnesses sworn and testify under oath.

6. Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:

   a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.

   b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives and may hold such other proceedings as it deems advisable provided that such proceedings are held according to applicable laws and provisions of the Washington Administrative Code.

   c. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review notify the affected faculty member in writing of its final decision, and the effective date of dismissal.

7. Effective date of dismissal. The effective date of a dismissal for sufficient or adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g. immediately, end of any academic quarter, expiration of the individual employment contract, etc.) In the case of a reduction in force for reasons set forth in Section E.l.e. above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction in force for reasons set forth in Section E.l.e. above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

8. Suspension. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

9. Appeal from Board of Trustees' Decision. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision. The filing of appeal shall not stay enforcement of the decision of the Board.

G. Tenure Refusal Excluded. Nothing in this Article shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary academic employee appointment without cause pursuant to RCW 28B.50.857.

ARTICLE V: EMPLOYEE BENEFITS

A. Insurance.

1. Regular Coverage.

a. The Employer shall pay the maximum amount authorized and funded by the legislature toward the premium cost of State Employees Insurance Board-approved medical and dental plans for each eligible academic employee and, if requested by the employee, his/her family. The Employer shall also pay the full cost of such basic life insurance benefits and long term disability benefits as shall be prescribed by the State Employees Insurance Board. The Employer agrees to continue the practice of voluntary payroll deductions consistent with State Employees Insurance Board rules.

b. Part-time academic employees who are assigned fifty percent (50%) or more of the normal load are eligible for full Employer contributions and deductions as outlined above beginning with the second consecutive quarter of such employment. Once eligibility is established, part-time academic employees assigned less than fifty percent (50%) of the normal work load may participate at their own expense in the Employer's insurance and health programs pursuant to rules and regulations of the State Employees Insurance Board. Once eligibility is established, part-time academic employees may participate at their own expense for a maximum of four quarters. Part-time academic employees who are assigned fifty percent (50%) or more of a normal load for fall quarter shall have insurance contributions for September paid or reimbursed by the Employer.

c. The Employer shall continue to provide unemployment compensation coverage and Washington State Industrial Accident Insurance for every full and part-time academic employee as required by statute.

(1) For purposes of reporting hours to State Employment Services for full-time academic employees, the Employer shall report the number of weeks worked times 40.

(2) For purposes of reporting hours to State Employment Services for part-time academic employees, the Employer shall report the number of weeks worked times the percentage of full-time load times 30.

d. Liability coverage shall be provided in accordance with applicable state rules and regulations.

e. The Employer shall inform each academic employee of all insurance options and important dates related thereto at the time of hiring, upon any substantial modifications which are announced by appropriate regulatory agencies, and at any time upon request of the employee.

2. Leave Coverage.

   a. The Employer shall continue all insurance programs during the period when an academic employee is on leave with pay.

   b. The academic employee shall have the option of continuing all insurance benefits at her/his expense while on unpaid leave to the extent provided by law.

   c. The Employer will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms.

   d. In the event of the employee's disablement or death, the Employer shall meet promptly with the employee or beneficiaries to review the employee's insurance program and benefits and options.

B. Retirement.

1. All academic employees will be eligible to retire at the completion of the college year in which they reach age seventy (70). A person (70) years of age or older who wishes to continue employment as an academic employee may do so on a temporary appointment basis, if, in the judgment of the Employer, that person's services are essential for the continuance of a program. For the purpose of this section only, the college year shall begin on September first and end on the thirty-first day of August next following.

2. Retirement Plans.

   a. The employer agrees to make contributions to retirement plans for eligible academic employees consistent with applicable state laws and regulations. Information on such plans shall be provided to individual academic employees on request.

   b. Consistent with applicable state rules and regulations, the Employer shall make payroll deductions for those employees who elect to participate in privately selected retirement and annuity programs, including progams involving tax shelter provisions.

   c. The Employer shall provide information on all retirement programs to employees at the time of hiring and of any substantial modifications announced by appropriate regulatory agencies.

C. Leaves.

1. Eligibility.

   a. Full-time academic employees employed on an annual contract shall be eligible for all leaves listed in this article. Academic employees employed either full-time or part-time, but without an annual contract, shall be eligible for certain leaves as described below.

b. Accumulated eligibility for leaves shall be transferable from other educational institutions to the extent provided by law.

c. All leaves described herein require approval from the appropriate administrator.

2. Types of Leaves.

a. Accident Leave.

The Employer agrees to maintain maximum allowable coverage of on-duty accidents under workmen's compensation legislation for both full-time and part-time academic employees.

b. Sick Leave: Illness, Injury, Bereavement, and Emergency.

(1) Accrual.

(a) A full-time academic employee shall be credited with twelve (12) days leave on the first day of the initial contract. Thereafter, commencing with the second year of employment, regardless of the total of the accumulated leave, the employee shall be credited with one (1) day of leave per month worked for sickness, injury, bereavement, and emergency.

(b) A part-time employee shall be credited with ten percent (10%) of the quarterly contracted hours for leave on the first day of the quarter. Leave time shall be non-accumulative. Provided, however, that leave time for a part-time employee on an annual contract shall be prorated and accumulative for the first three (3) quarters of employment. If a part-time academic employee is given a full-time contract, accumulated part-time sick leave, if any, will be converted to full-time equivalent sick leave.

(2) Illness/Injury.

(a) Leave shall be available in cases of illness or injury to the academic employee or the academic employee's immediate family or household.

(b) In accordance with directives of the State Human Rights Commission and applicable law, leave required by an employee due to disability related to pregnancy and childbirth shall be covered as any other illness under sick leave provisions.

(c) Up to five (5) days of paid leave shall be available to any full-time academic employee who becomes a parent by birth or adoption.

(d) Sick leave may be utilized to provide the difference between normal salary and workmen's compensation benefits.

(3) Attendance Incentive.

(a) In January of the year following any year in which a minimum of sixty (60) compensable days of illness, injury, bereavement, and emergency leave is accrued, and each January thereafter, any eligible employee may receive remuneration for unused compensable leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued compensable leave in excess of sixty days. Illness, injury, bereavement, and emergency leave for which compensation has been received shall be deducted from accrued illness, injury, bereavement, and emergency leave at the rate of four days for every one day's pay.

(b) At the time of separation from state service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days of compensable accrued illness, injury, bereavement, and emergency leave. The provisions of this subsection are contingent on the continuation of the enabling legislation.

(4) Bereavement Leave.

(a) Leave shall be available in the case of death in the academic employee's immediate family or household.

(b) An academic employee shall be granted five (5) days paid leave on each such occasion. In the event of out-of-state travel, an additional five (5) days may be granted by the appropriate dean.

(5) Emergency Leave.

(a) Leave with pay for other emergencies may be granted with the approval of the appropriate administrator.

(b) If weather or other short term hazardous conditions prevent an academic employee from coming to work, the employee is granted the right to work at home if classes are cancelled or may take emergency leave if classes are not cancelled.

(6) All leaves covered in Section V.C.2.b. shall be deductible from the academic employee's accumulated sick leave.

(7) For computing sick leave a day shall be eight (8) hours. For days of partial absence actual time loss shall be deducted.

c. Civil Duties Leave.

Full-time academic employees shall be granted paid leave to serve as a witness at trials or as a juror, provided they are not plaintiff, defendant, or subject of the investigation. In such a case, any net compensation received shall be deducted from the academic employee's salary so that there is neither financial gain nor loss to the academic employee.

d. Military Training Leave.

A full-time academic employee shall be entitled to a maximum of fifteen (15) calendar days of annual leave with pay for active duty in the National Guard, Air National Guard, or military reserve forces of the United States if that duty falls during the academic quarters the academic employee is under contract.

e. Personal Leave.

This leave is intended to be used for reasons of a personal nature; however, such leave shall not be used for holiday or recreation purposes or for gainful employment or self-employment. Full-time academic employee under annual contract shall receive one (1) non-accumulative personal leave day per instructional year commencing the first day of his/her contract. Reasonable attempts to arrange class coverage shall be expected.

f. Educational Leave.

(1) The Employer encourages attendance by academic employees at state, regional, and national meetings of their professional organizations or at meetings involving their academic or occupational specialities.

(2) Expense-paid leaves may be granted academic employees to enable them to visit other colleges to observe methods and techniques in instruction, counseling, or library/media service if such leaves are clearly designed to improve service to district students.

(3) Such leaves require the prior approval of the President.

g. Professional Leave.

Professional leaves are available to full-time academic employees in service to the Employer and may be granted by the Employer upon the recommendation of the President.

(1) Conditions and Terms.

(a) The number of annual professional leaves shall not exceed four percent (4%) of the total number of full-time academic employees, provided that there are enough applicants who meet the conditions established in this Article; and further provided the aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.

(b) A full-time academic employee may apply for professional leave after completing at least eighteen (18) consecutive full-time quarters exclusive of summer quarter at Edmonds Community College. Consistent with (a) above, compensation shall be in accordance with Appendix B.

(c) Professional leave recipients ordinarily will not engage in full-time employment during the period of professional leave. Should the recipients propose to do so, they must justify such employment in terms of the general spirit of the professional leave program.

(d) Acceptance of a professional leave implies an obligation to return to the district as an academic employee for time equal to the amount of leave. Should a person not return, a refund of the total stipend must be made unless the Employer approves an exception.

(e) Recipients of professional leave will submit a written report and/or evaluation concerning their professional leave activities to the Board of Trustees. One copy of this material may be forwarded to the library for cataloging and circulation.

(f) The length of the professional leave shall be no less than one (1) quarter and no more than one (1) academic year (fall, winter, spring quarters).

(g) An academic employee on professional leave shall earn full credit toward available medical and retirement benefits and annual increments.

(h) To the extent authorized by the underwriter other benefits shall accrue to the academic employees while they are on professional leave as though they were on regular contract.

(2) Purpose.

The purpose of a professional leave is to make individuals more effective in their professional service to the district.

(3) Professional Leave Committee.

The district will have a Professional Leave Committee, the purpose of which is to make recommendations to the President regarding the granting of professional leave. This committee will be composed of six (6) academic employees and will be administered by the Federation. Academic employees on the committee will serve two-year terms; terms will be staggered to insure continuity.

(4) Committee/Presidential Procedures.

(a) The committee shall call for written applications from eligible academic employees to be received by January 15.

(b) The committee shall conduct personal interviews with each applicant.

(c) The committee in selecting professional leave candidates will base its decisions exclusively upon the criteria given in subsection (6) below.

(d) The committee shall recommend to the President its candidates no later than February 15.

(e) The President shall submit recommendations to the Board of Trustees as soon after February 15 as practical.

(5) Applicant Procedures.

(a) An applicant for professional leave shall submit an application to the chairperson of the professional leave committee by January 15 of the academic year preceding the proposed leave.

(b) The applicant shall be available for a personal interview with the committee.

(c) The applicant shall notify the committee chairperson of any significant change of plans should such a change occur during the selection process or subsequent to it.

(6) Criteria for Selection.

(a) The professional leave committee shall use two (2) criteria for selection of academic employee to receive professional leaves. These are the merit of the project, and the applicant's current and previous contributions to the college community. In instances where these criteria are equal, seniority shall be the determining factor.

(b) The committee shall judge written professional leave proposals along with oral interviews for merit of content.

h. Leave of Absence.

(1) Eligibility.

In addition to leaves with pay, a full-time academic employee may be granted leave without pay. Reasons for a leave of absence include, but are not limited to, temporary disability; professional opportunities, such as study, research, teaching, travel, or work experience; civic opportunities, such as government service, political office, or military service; extended family care; participation in a leadership role in a professional or labor organization; or exchange leave.

(2) Partial leaves without pay may be granted to tenured, full-time academic employees. During such partial leaves, secondary responsibilities shall also be appropriately reduced. Employees receiving such leaves will receive their full salary pro rata.

(3) Guarantee of Position.

Upon return, the individual is guaranteed first opportunity for the former position.

(4) Applications.

(a) Applications should be presented to the President as early as possible. For leaves that are at least one year's duration, the application should be received no later than April 15.

(b) Applications for shorter leaves should normally be presented at least two (2) months before the desired starting date.

(5) All such leaves require the approval of the Board of Trustees.

(6) Status upon Return from Leave.

(a) Leaves with pay.

(i) During the leave, the academic employee shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if remaining on active duty. The Employer shall also keep in force the academic employee's insurance plans.

(ii) Excluding reduction in force applications, the college agrees to reinstate the academic employee in the employee's former position at the end of the leave. Any salary entitlements that would have been earned on active status shall accrue to the academic employee.

(b) Leaves without pay.

Benefits accrued prior to a leave of absence shall be retained by the academic employee. An academic employee granted a leave of absence shall have the opportunity of keeping any contributory insurance plans in force, during the leave, by making pre-payments, consistent with provisions of the underwriter.

(7) Other.

(a) Consistent with financial constraints and normal budgetary procedures, the Employer shall support each academic employee's attendance at professional meetings both in and out of state. Such support shall be in the form of time off with pay, travel expense, registration fees, payment of a substitute instructor, and such expenses necessary to permit the academic employees to reap the fullest benefits of her/his attendance at the professional meeting.

(b) Contingent upon and consistent with enabling legislation, the Employer shall allow and provide for authorized tuition and fee waivers for members of the bargaining unit and their immediate families.

ARTICLE VI: CALENDAR AND WORKLOAD

A. The contract year and calendar.

1. An academic year or contract year for a full-time academic employee shall be three (3) instructional quarters and an assigned annual contract length consistent with Appendix A.

2. An academic contract length for a part-time academic employee shall be one (1) instructional quarter or a lesser time as specifically indicated in the individual contract.

3. There will be a minimum of 50 (± one) instructional days (or equivalent) per quarter exclusive of examination/evaluation and advising days.

4. To the extent feasible and practicable, there will be ten (10) Monday classes, ten (10) Tuesday classes, etc. (or equivalents), during each instructional quarter.

5. The employer shall involve the Federation through the Contract Administration Committee in developing the annual calendar prior to adoption by the Board of Trustees.

6. Full-time academic employees, after consultation with the appropriate Division Director, may be assigned professional duties for any three of four quarters out of each fiscal year. Provided, assignment to summer quarter shall be with mutual agreement between the academic employee and appropriate vice president. The following stipulation shall apply to employees in this category:

   a. The academic employee will be expected to be present during all of the scheduled days within the summer quarter calendar on the same basis that he/she is expected to be present in the fall, winter or spring quarters.

   b. The academic employee will be assigned specific duties for the number of days which is the difference between 53 and the total number of days in the quarter for which the summer quarter was substituted.

   c. In addition, the academic employee's secondary responsibilities will be equivalent to 50 hours. Such secondary responsibilities may be discharged in the same way as secondary responsibilities are dischanged in one of the fall, winter or spring quarters. These secondary responsibilities will be assigned by the appropriate vice president.

   d. The academic employee whose assignment is in other than a 30-hour per week mode will schedule 50 office hours at reasonable times throughout the quarter.

7. A full-time academic employee may complete the 174-day contract over an academic year comprised of four quarters instead of the usual three or any other deviation from the established calendar. This is intended to allow an accommodation between the college and employee when it is to their mutual advantage to have the employee discharge an annual contract in some manner other than that provided in the established calendar. It is not intended as a replacement for the possibility of substituting summer quarter for a regular quarter as is made possible in Article VI, Section A, 6. The following stipulations shall apply:

   a. Full-time academic employees may be assigned, upon mutual agreement between the employee and the appropriate vice president professional duties amounting to one full-time annual contract within a twelve month period.

   b. Arrangements for such assignments should be presented to the President for approval. Arrangements shall include a statement of mutual consent and the plan worked out between the employee and the appropriate vice president.

B. Professional Work Assignments.

1. The assignment of equitable loads for all academic employees is the responsibility and authority of the appropriate vice president working in conjunction with the appropriate division director.

2. General Responsibilities.

   a. The primary assignment for an instructor is to provide individual and group instruction to students, evaluate student work, assign grades, and develop appropriate course material.

      Secondary to the above responsibilities, full-time instructors are expected to participate in student advising, program and curriculum development, department and division responsibilities, appropriate college in-service activities, personal and program evaluation, committee or council assignments and other professional duties relating to the primary assignment.

   b. The primary assignment for a counselor is to provide individual or group counseling in personal, educational, and vocational decision-making of counselees.

      Secondary to the above responsibilities, full-time counselors are expected to administer and interpret individual and group tests; refer counselees to other sources of help; follow up on referrals; advise students; participate in departmental responsibilites, personal and program evaluation, committee or council assignments, appropriate college in-service; coordinate and integrate departmental functions with the rest of the college community; and perform other professional duties directly related to the primary assignment.

c. Librarians and media specialists shall provide learning resource services to the college community related to their particular area of expertise. This may include preparation of resource material, acquisitions, reference service, bibliographic and information searches, and circulation of materials and equipment.

Secondary to the above responsibilities, full-time librarians and media specialists are expected to participate in departmental assignments, personal and program evaluation, student advising as applicable, committee or council assignments and appropriate college in-service and other professional duties related to the primary assignment.

3. Primary Assignment Standards.

a. The primary assignment for full-time academic employees shall be computed on an annual basis.

b. Part-time academic employees are expected only to meet the primary assignment as described in B.2.

c. Each full-time academic employee shall be assigned as close to 1.0 annualized Full-Time Equivalent Faculty (FTEF) as reasonably possible during three normal quarters (including summer quarter if that quarter is one of the three). In any case, a full-time primary assignment shall not be more than 1.022 annualized FTEF nor less than .978 FTEF unless a workload adjustment is made in accordance with item g. below. Once a full-time primary assignment has been established, any additional primary assignment which is not a substitute will be compensated at the part-time rate.

d. Quarterly FTEF shall be determined as follows:

After consulting the appropriate academic employees and the Division Director, the Vice President for Educational Services will assign individual courses to the following categories;

(1) Lecture or Discussion Instruction.
.066 FTEF for each course credit in classes in which the student receives one credit for one class or activity hour per week.

(2) Laboratory, Studio, or Shop Instruction.
.100 FTEF for each course credit in classes in which the student receives one credit for each two class or activity hours per week.

(3) Clinic, Field Supervision, or Cooperative Education Instruction.
.100 FTEF for each thirty (30) academic employee-student contact hours per week in classes in which the student receives one credit for each three to five activity hours per week.

(4) Variable Credit Instruction.
FTEF equal to .050 per credit times the maximum credits per course per quarter.

(5) Counseling and Library-Media Service.
.100 FTEF for each 30 contact hours.

(6) Special Courses.
The Vice President for Educational Services, after consulting the appropriate academic employees, the Division Director, and the Contract Administration Committee, will assign FTEF to courses which do not fit the categories above.

(7) Courses Granting Zero Credit.
Except for community services courses, courses similar to credit courses but providing no direct student credit, will be evaluated for FTEF according to the same standards as credit courses.

d. The maximum load described herein may be exceeded without additional compensation when requested by the individual academic employee and approved by the appropriate dean.

e. Excluding instances required to maintain a full load or by mutual agreement between the employee and the Division Director, full-time instructional academic employees shall be assigned class schedules within a seven (7) hour assignment span.

f. Nothing in this article shall be construed that academic employees are to be on campus if their professional duties require their presence elsewhere.

g. Adjusted primary assignments may be counted as FTE load credit upon written approval of the Vice President for Educational Services.

4. Office Hours.

a. In addition to the assigned FTEF and secondary assignments, full-time academic employees shall schedule at least five office hours per week: instructors for student consultation; counselors, librarians, and media specialists for informal student and academic employee consultation.

b. If part-time instructors are assigned office hours by the Vice President for Educational Services, they shall be paid at the part-time rate. Thirty (30) office hours shall equal .100 quarterly FTEF.

VII: SALARY PLACEMENT AND ADVANCEMENT

A. Initial Placement (see Appendix A for Salary Schedule).

1. Newly hired academic employees shall be placed on the salary schedule at a range mutually acceptable to the district and the employee, provided, however, the minimum placement which may be agreed to shall be determined on the following basis:

    a. One professional improvement credit for each academic credit beyond the BA +60.

    b. Ten (10) professional improvement credits for each full year of teaching experience up to a maximum of six (6) years. Accumulated part-time teaching experience at Edmonds Community College equivalent to 1.0 annual FTEF shall be considered the equivalent of a full year of teaching experience.

    c. Ten (10) professional improvement credits for each year of full-time work experience directly related to professional assignment up to a maximum of six (6) years.

2. Placement of administrators returning to the faculty shall be determined by considering the returning employee's experience and employment history at Edmonds Community College under the following guidelines:

    a. If a person was previously placed on the salary schedule as an academic employee, assume that this initial placement was correct.

    b. If this placement on the salary schedule occurred before 1975, and the person was therefore placed on the grid system in use at that time, convert from the grid system to the step system according to the rules used at that time. If that conversion has already been made, assume that the conversion was correct.

    c. Add traditional professional improvement credits earned after 1975.

    d. Add experiential professional improvement credits not accounted for in any other way, earned after 1975, up to a maximum of six years. Experiential professional improvement credits earned at Edmonds Community College after initial hire may not exceed 60.

    e. Add nontraditional professional improvement credits earned while an academic employee.

    f. Add nontraditional professional improvement credits for training or achievement relating to the employee's new assignment per Article VI, Section D, 5. Such nontraditional professional improvement credits are to be awarded upon presentation of documentation within the time limit established by the salary committee and are to be awarded at the rate of not more than 10 professional improvement credits per year while an exempt administrator.

B. Salary Committee.

1. There is hereby created a Salary Committee hereinafter referred to in this article as the Committee, consisting of a representative appointed by the Employer and at least three academic employees appointed by the Federation.

2. The purpose of this Committee shall be to review requests for professional improvement credits, hear appeals on professional improvement credit requests and documentation, and make recommendations to the Employer. This committee shall be empowered to set rules regarding the form and format of requests and documentation.

3. The Committee shall hold regular monthly meetings. Special meetings shall be held at the discretion of the Committee.

C. Advancement.

1. Academic employees shall receive a step advancement on the salary schedule provided the following requirements are met:

   a. At least thirty (30) professional improvement credits have been earned (professional improvement credits are defined under D and E below).

   b. There is another level on the salary schedule to which advancement can be made (see Appendix for Salary Schedule).

   c. If there is no higher level, professional improvement credits will continue to accumulate to be used if another step level is negotiated.

   d. Step advancement begins from the point of initial placement.

D. Traditional Professional Improvement Credits.

1. Academic credits earned at accredited four-year and graduate academic institutions in subjects related to the academic employee's assignment or accepted as degree requirements at the granting institution shall be accepted as professional improvement credits on the basis of one quarter credit equals one PIC. Academic credits may also include those courses which are accepted for equivalent credit by the American Council on Education.

2. Up to six years of teaching, library, or counseling experience at Edmonds Community College after initial hire shall be accepted as ten (10) professional improvement credits per year of service. For all subsequent years of professional service after the initial six, five (5) PICs shall be accepted per year of service. This shall begin in September, 1985.

E. Non-traditional Professional Improvement Credits

1. Community college credits may provide up to ten (10) professional improvement credits toward any step advancement.

2. Field experience or work experience (voluntary or paid) shall be accepted up to a maximum of 1 professional improvement credit for each 40 hours of accumulated work experience directly related to the advancement. Beginning October 1, 1985, no employee may use the same field or work experience for more than 30 PICs in total.

   In order to qualify as a different and separate work experience, the new job or assignment must involve a substantial and significant change of duties and skills.

3. Conferences, seminars and workshops related to assignment shall be accepted for professional improvement credit at one (1) PIC for each 30 hours of participation.

4. Independent research, individual development, and curriculum development projects outside of contractual responsibilities related to assignment shall be accepted as 1 professional improvement credit for each 30 hours of participation not to exceed ten (10) PICs per step advancement.

5. For domestic and foreign travel for professional development, and individual development activities beyond the normal contractual expectations of an academic employee, the employee may earn one (1) professional improvement credit for each 40 hours of demonstrated activity up to a maximum of ten (10) PICs per step.

6. For community service and cultural-enrichment activities, the employee may earn one (1) credit for each 40 hours of demonstrated activity up to a maximum of five (5) PICs per step.

F. Criteria for Approval of Professional Improvement Credits.

Academic employees are encouraged to update their knowledge and skills, both as generalists and specialists. To earn professional improvement credits, the activity undertaken must satisfy the following criteria:

1. The activity shall go beyond the normal contractual responsibilities of a full-time academic employee.

2. The activity shall not duplicate work done for other academic credits unless changing concepts or technology have rendered earlier training obsolete or it is a requirement for continued employment.

G. Procedures for Submitting, Processing and Approving Requests.

1. Individual Activity Requests.

   a. The activity request is to be submitted by the academic employee to the Committee on forms provided for this purpose.

b. Requests must be submitted and approved prior to the start of the activity. Requests which are consistent with a previously approved annual plan may be submitted up to thirty days after the completion of the activity.

2. Approval or Disapproval.

   a. Approval or disapproval shall be made by the Employer upon receiving recommendations from the Committee.

   b. The decisions of the Employer will be reported to the individual within ten (10) working days of the scheduled Committee meeting, unless:

      (1) Additional information is required for evaluation; or

      (2) Special arrangements for a delay are made by the Committee with the individual.

   c. If not approved, the Employer will provide a written statement outlining the reason for the denial upon the request of the individual academic employee. Copies of such correspondence shall be transmitted to members of the Committee. Academic employees who disagree with the decision about documentation may appeal to the Salary Committee for a reconsideration of the decision.

H. Implementation.

1. Professional improvement credits shall accrue to the academic employee at the time the grade sheet, official transcript or other documentation is received by the personnel office. A record of such credits shall be placed in the academic employee's file.

2. Documentation for credits must be received prior to October 1 in order to count towards salary schedule placement for the contract year.

3. Official transcripts must be submitted to the personnel office by December 31 of the applicable year. A grade sheet or unofficial transcript will suffice for the October deadline.

4. Implementation of language in VII, B, C, D, E, F, and G shall begin on October 1, 1985.

5. On-going projects shall be renewed yearly with a new request, even if only partially completed.

6. If the employer questions or does not accept documentation, the employer shall provide the academic employee with an explanation. The academic employee has ten (10) days to re-submit the revised documentation. Academic employees who disagree with the decision about documentation may appeal to the Salary Committee for a decision.

ARTICLE VIII: ACADEMIC GOVERNANCE

A. Divisions

1. Divisions shall serve as administrative units for groups of academic employees. Each academic employee shall be assigned to one of the following divisions by the President.
   a. Allied Health and Human Services
   b. Business
   c. Humanities
   d. Learning Resources
   e. Science and Mathematics
   f. Social Sciences
   g. Developmental Education
   h. Counseling
   i. Industrial Education

2. If the above structure is altered by the Employer during the duration of this Agreement, the President shall reassign those affected academic employees. Any problems which may arise from the alteration will be referred to the Contract Administration Committee.

3. When an academic employee is assigned work in more than one division, the affected divisions shall be consulted.

4. Transfer.

No academic employee shall be transferred to correctional institutional programs involuntarily. In the event such a transfer is voluntarily accomplished, the provisions of Appendix B shall be fully applicable.

B. Departments and Department Heads.

1. Each distinct program or academic discipline (or groups of related disciplines or programs if there are few course offerings) shall form a department for purposes including but not limited to curriculum development and program planning, certification and accreditation functions, and representation to the community. An academic employee may be a member of more than one department if the work assignment is in more than one department.

2. Each department shall elect a department head from the full-time academic employees in the department who shall serve as representative for the department. The term of office shall be for one academic year. Any academic employee may serve successive terms.

3. The Division Director shall conduct the election and shall give written notice of the election at least five (5) working days before the election to all academic employees in the department. The election may take place in a meeting or by mail ballot, provided that there must be a written ballot.

4. The election shall take place prior to May 15 for the following academic year.

5. Part-time academic employees contracted during Spring Quarter are eligible to vote.

6. In the event the department has no full-time academic employees willing to assume the role of department head, another full-time academic employee in the division may be elected by the division to assume the role or the Division Director may assume the role if the division chooses not to elect someone.

7. Each department shall develop its curriculum, scheduling, staffing, budget, and program recommendation in department meetings and forward them to the Division Director through the department head. The department head shall coordinate the department and represent it to the campus and community and perform other departmental duties as assigned by the Division Director. The department head of a department with two or more full-time academic employees should hold department meetings at least once per quarter, excluding summer quarter.

C. Committees.

1. Contract Administration Committee.

Representatives of the Federation and the Employer will meet on a mutually agreed upon date, place, and time at least once every month for the purpose of reviewing the administration of this Agreement in force and attempting to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party. Provided, however, that neither party shall have more than four (4) representatives.

2. Other Committees.

a. There is hereby established a Planning Advisory Committee, a Curriculum Committee, and an Academic Standards Committee.

(1) The Planning Advisory Committee shall assist the Vice President of Planning in developing recommendations regarding long range, institutional, and strategic planning for the President.

(2) The Curriculum Committee shall make recommendations on new courses and new instructional programs to the Vice President for Educational Services.

(3) The Academic Standards Committee shall make recommendations regarding new procedures or changes in procedures to the Vice President for Educational Services in following areas: grading, all-college credential requirements, academic waivers, and other subjects directly affecting the academic standards of the college.

b. Each committee shall be chaired by an administrator designated by the President.

c. The administrative chair will be responsible for calling routine meetings and preparing and distributing minutes to all full-time faculty.

d. Each committee will consist of one academic employee representative from each division elected by a majority of the full-time faculty of the division. Elections will be conducted by the Division Director and will take place no later than October 15, 1985.

e. Elected representatives will serve throughout the duration of this agreement.

f. The President may appoint additional committee members from the administration, classified staff, or student body.

g. Nothing in this Subsection 2 is subject to the grievance provision of this Agreement.

ARTICLE IX: CONDITIONS

A. Scope of Agreement.

1. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the Employer which shall be contrary to or inconsistent with its terms.

2. This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous Agreements or understandings, whether oral or written, between the parties.

3. This Agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

4. The management of the district and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the Employer in accordance with such policies, regulations and procedures as it from time to time may determine.

5. The article and section headings used herein are inserted for convenience only and shall have no bearing on the meaning or interpretation of the Agreement except as they serve to clarify its intent.

6. The Employer and the Federation agree that this Agreement shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the Employer and the Federation shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

7. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in this Agreement, the Employer and the Federation for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

8. Academic employees assigned to correctional institution programs shall be exempted from the terms of this Agreement except as specifically stated in Appendix B.

B. Grievance Procedure.

1. Purpose and Objectives of the Procedures: It is the declared objective of the Employer and the Federation to encourage the prompt resolution of all complaints, misunderstandings, or other difficulties arising under the terms of this Agreement. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for resolutions of matters arising under this Agreement.

2. Definitions: for the purpose of this section, the following definitions shall apply:

   a. Grievance: Any complaint or claim against the Employer by an academic employee, a group of academic employees, or the Federation, arising out of the interpretation, application, or alleged violation of the terms of this Agreement by the Employer.

   b. Working Day: Any contracted day or days of an academic employee.

3. Computation of Time.

   In computing time requirements of this section, the following rules apply:

   a. If the last day for either filing a grievance or giving any required notice falls on a Saturday, Sunday, or holiday, or any day on which the College is not open for business, then the next working day shall be treated as the last day to file or give notice.

   b. For purposes of computing time for filing a grievance as set out in 4.b. of this section, only those days which are contracted days for the academic employee shall be counted in the 45 day time period for filing. Any period of time during which an academic employee is on leave shall not be counted as part of the 45 day time period. In any event, grievances of part-time employees must be filed no later than the end of the quarter following the quarter of the alleged violation. (Summer quarter does not count as the second quarter for this computation, unless the part-time academic employee is contracted for summer quarter.)

   c. In computing days, the day of notice is the day after the event in question occurs or the day after the academic employee(s) (or the Federation in instances of alleged violation of Article I.~~C~~) becomes aware of the alleged violation, whichever is later.

4. Grievance Process.

   a. Any academic employee, full or part-time, or the Federation, may file a grievance.

b. Any grievance must be filed at step one within 45 working days after the occurrence of the event giving rise to the alleged Agreement violation or within 45 working days after the academic employee (or the Federation in instances of alleged violations of Article I) becomes aware of the alleged Agreement violation, whichever is later.

c. Step One: The grievant and the Federation representative shall present the grievance to the appropriate vice president with a copy to the contract administrator. Such grievance shall be written, dated, and signed by the grievant and the Federation representative and shall state the specific factual basis of the grievance, the specific provisions of this Agreement alleged to be violated, and the remedy sought. The appropriate vice president shall note receipt by countersigning and dating the original grievance. The appropriate dean shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send copies of the answer to the grievant and the Federation representative. If the employer fails to comply within the time limit, the grievant and the Federation may automatically take the matter to Step Two.

d. Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or designated representative not more than ten (10) working days after it is answered in Step One. Representative(s) of the Federation will be present at any meeting called to consider the grievance at this step. The grievant and the grievant's attorney may also be present. The President or designated representative shall send a written answer to the Federation representative within ten (10) working days of the Step Two submission or the Step Two meeting. If the employer fails to comply within the time limit, the Federation may automatically take the matter to Step Three. Upon mutual consent of the parties, the Federation may initiate a grievance at Step Two.

e. Step Three: If no settlement is reached at Step Two, the Federation may, at its sole discretion within fifteen (15) working days after the Federation receives the Employer's Step Two answer, file written notice to the Employer that the grievance will be arbitrated provided that the grievance presents an arbitrable matter as herein defined. The demand to the American Arbitration Association for arbitration shall be submitted no later than thirty (30) working days after the Step Two response.

5. Arbitration Provisions.

a. Matters subject to arbitration shall be referred to the American Arbitration Association, hereinafter referred to as the AAA.

b. Matters referred to the AAA shall be processed under the rules of the AAA.

c. Only grievances which involve an alleged violation by the employer of a specific provision of this Agreement during the duration of this Agreement and which are presented to the Employer in writing and which are processed in the manner and within the time limits provided in this section shall be subject to arbitration.

d. Hearings and other procedural matters shall be in accordance with the voluntary rules of the AAA.

e. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Federation.

f. The decision of the arbitrator shall be final and binding upon the Employer, the Federation and the academic employee(s) affected, consistent with the terms of this Agreement.

g. Jurisdiction of the arbitrator is limited to:

  (1) Adjudication of the issue which, under the express terms of this Agreement and any submission agreement, are subject to arbitration; and

  (2) Interpretation of the specific terms of the agreements which are applicable to the particular issue presented to the arbitrator; and

  (3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement, or which is in conflict with the provisions of this Agreement; and

  (4) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

  (5) The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in any written briefs of the parties; and

  (6) The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written or oral briefs by the parties unless waived by the parties.

  (7) The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator.

(8) No arbitrator shall have the authority to remand an issue back to the parties for negotiation.

6. Additional Grievance Stipulations.

a. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If a grievance hearing, at any step, or an arbitration hearing is held during working time, the grievant(s) and the Federation representatives shall be released with pay.

b. Whenever written grievances, answers, or appeals are required to be served upon the Employer or the Federation, certified mail to the President, or to the Federation President, shall meet all service requirements hereof, except that personal service duly receipted shall also be adequate service.

c. Any grievance pending arbitration shall in no way be prejudiced by the termination of employment of the grievant(s), and the Board of Trustees or any of its agents agrees not to use the fact that a former academic employee is no longer an employee in a grievance proceeding.

d. No grievance material shall be placed in the personnel file of academic employees exercising their rights under the grievance procedure. Neither shall such material be used in the evaluation reports, the promotional process, or any recommendation for job placement.

e. When two (2) or more grievances involving the same alleged violation have been submitted, the Employer and the Federation may agree that said grievances be consolidated and that they be heard at Step Two or Step Three.

f. The Federation agrees that the authority to grant or deny tenure is vested with the Board of Trustees. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the renewal or non-renewal of individual contracts of probationary academic employees shall not be subject to the grievance processes of this Agreement.

C. Duration.

1. This Agreement shall remain in full force and effect from July 1, 1985, until June 30, 1988. This Agreement shall be reopened in its entirety on or after April 1, 1988, upon the request of either party.

2. The Federation reserves the right to reopen Appendices A,B,C, in the event that the legislature of the State of Washington authorizes and provides funds for such purposes. Implementation of such increase shall be consistent with the Legislative guidelines and/or negotiated Agreement. In any event, such Appendices.may be reopened May 1 of any year at the request of either party for the purpose of negotiating modifications thereto. Such negotiations shall be conducted consistent with RCW 28B.52. or any subsequent legislation. This Agreement may be reopened by either party upon passage of collective bargaining legislation.

Signed this 27th day of June, 1985 at Lynnwood, Washington

FOR THE DISTRICT

Carol Simons
Chairman of the Board of Trustees

Thomas C. Nielsen
President

FOR THE FEDERATION

J. Richard Asher
President

Barbara Patterson
Chief Negotiator

#0716B/0254A - 6/21/85

APPENDIX A

SALARY

I. Full-time Salary Schedule

Contract Length 174 days

Step	A Annual Rate	B Doctorate Annual Rate
1	19,500	20,500
2	20,500	21,500
3	21,650	22,650
4	22,650	23,650
5	23,650	24,650
6	24,650	25,650
7	25,650	26,650
8	26,650	27,650
9	27,650	28,650
10	28,650	29,650
11	29,650	30,650
12	30,650	31,650

II. Quarterly Part-time Salary.

A. The following criteria shall be used to determine the appropriate rate of pay for quarterly, part-time academic employees and for fourth quarter and overload pay for full-time academic employees.

1. Academic employees who have accumulated three (3) or less full-time equivalent years as an instructor, counselor, or library-media specialist at Edmonds Community College since September 1976 shall be paid $4425 x FTEF load factor assigned.

2. Academic employees who have accumulated more than three (3) full-time equivalent years as an instructor, counselor, or library-media specialist at Edmonds Community College since September 1976 shall be paid $5250 x FTEF load factor assigned.

3. Effective fall quarter 1986, fall, winter, spring part-time academic employees who are assigned more than .800 FTEF shall be placed on the salary schedule for full-time faculty pro rata pay. Such employees shall be expected to perform all duties assigned full-time faculty pro rata, including the non-instructional days of the quarter.

B. Upon mutual agreement with the academic employee, the appropriate vice president may assign additional hours for such activities as program development, curriculum development and the specialized nature of the academic employee's work assignment.

C. Overload (beyond the assignment) pay for full-time academic employees shall be at the appropriate part-time rate.

D. The part-time salary for all other assigned duties except as specifically stated in this appendix shall be $13.40 per assigned hour for employees at the $4425 rate and $15.90 per assigned hour for employees at the $5250 rate.

E. Substitute teaching will be compensated at the appropriate part-time rate based upon the FTEF fraction of the course when approved in advance by the appropriate Division Director.

F. Part-time academic employees whose courses or library/media/counseling assignment are for less than the full length of the quarter shall have pay computed on an FTEF basis and the number of contractual days in the quarter shall not apply.

G. Academic employees who provide service for less than one week's duration shall be paid at the community service rate.

III. Fourth Quarter (Effective Summer Quarter 1986).

Academic year, 1985, shall be paid pursuant to II. above. Effective summer quarter, 1986, academic employees who are assigned .666 FTEF or more for a fourth quarter shall be compensated at 25% of Step 5 of the salary schedule. Academic employees in this category will be expected to perform both primary and secondary assignments.

IV. Special Projects.

The following compensation shall apply to special student projects:

A. Each portfolio evaluation for experiential learning shall be compensated at the appropriate part-time hourly rate for a maximum of four (4) hours per evaluator per department.

B. Each course challenge shall be compensated at the appropriate part-time hourly rate for a maximum of three (3) hours per challenge.

C. Each special projects (199-299) shall be compensated at the appropriate part-time hourly rate for a maximum of five (5) hours per student project.

V. Co-curricular Activity Stipend.

A. Explanations.

1. Stipended activity consists of duties which are extra and separate from an academic employee's normal duties and which are exempt from tenure application.

2. A head coach is responsible for managing the varsity sport and related activities. As assigned by the athletic director, such activities shall include, but not be limited to, recruitment, scouting, fiscal accountability, travel, and inventory.

3. A music director is responsible for the co-curricular performances of a music group within the budget and stipulations of the District and Associated Students.

B. Schedule.

1. The schedule for co-curricular activities for the contract year shall be determined as follows:

Employee	Stipend Rate	
	Rate A*	Rate B**
a. Music Directors		
Instrumental	$369 per qtr	$438 per qtr
Concert Choir	$369 per qtr	$438 per qtr
Soundsations (per group)	$443 per qtr	$525 per qtr

b. Athletics

1) Head Coaches

Each head coach will be assigned one section of the class in the varsity sport during one quarter of primary activity, compensation for which is included within

	Rate A*	Rate B**
Men's Basketball	$2,508	$2,975
Women's Volleyball	$2,508	$2,975
Men's Baseball	$2,508	$2,975
Women's Basketball	$2,508	$2,975
Soccer	$1,623	$1,925
Softball	$1,623	$1,925

*qualifies under II.A.2.a.
**qualifies under II.A.2.b.

2) Asst Coaches

Men's Basketball	$652
Women's Volleyball	$652
Men's Baseball	$652
Women's Basketball	$652
Soccer	$421
Softball	$421

C. Special Provisions.

1. Nothing herein shall be construed to require the employer to maintain such activities or assignments.

2. It is understood that Section B above is full compensation for such activities and that no additional compensation shall be required.

3. Coaches will be chosen and so notified for the following year within one (1) month of the conclusion of the state tournament for each respective sport.

VI. Professional Leave Stipend.

Academic employees awarded professional leave pursuant to Article V.C.2.g. shall be compensated at the rate of $5,500 per quarter not to exceed three quarters.

VII. Implementation of the bimonthly pay schedule shall begin on July 10, 1985, for those academic employees employed summer quarter, 1985, and on September 25, 1985, for all other academic employees. Further details of implementation shall be resolved by the Contract Administration Committee consistent with applicable OFM regulations.

VIII. Step increases pursuant to Section I, incremental increases pursuant to Section II and fourth quarter increases pursuant to Section III are contingent upon legislative authorization and funding.

Signed this 27th day of June, 1985 at Lynnwood, Washington

FOR THE DISTRICT	FOR THE FEDERATION
Carol Simons Chairman of the Board of Trustees	J. Richard Asher President
Thomas C. Nielsen President	Barton Patterson Chief Negotiator

APPENDIX B

PROVISIONS FOR ACADEMIC EMPLOYEES ASSIGNED TO WASHINGTON STATE DEPARTMENT OF CORRECTIONS EDUCATIONAL PROGRAMS

I. RECOGNITION

Academic employees assigned to educational programs serving the Department of Corrections are hereby recognized as members of the bargaining unit of District 23 academic employees and subject to the terms and conditions of this Appendix which represents the sole contractual commitment between the Employer and Federation covering such employees.

II. The following provisions of this Agreement shall not be applicable to academic employees covered by this Appendix.

Article II. E. 2. c. Performance Appraisal for Probationary Faculty
Article III. A. Academic Freedom
Article III. B. Facilities and Support Services
Article IV. Tenure/Dismissal/Reduction in Force
Article VI. Calendar and Workload
Article VII. A. and B. Divisions, Departments and Department Heads
Appendix A. Salary
Appendix C. Special Programs

III. The following provisions of the Agreement shall be applicable in their entirety to academic employees covered by this Appendix. The equivalent term for "tenured" faculty shall be "permanent" faculty as defined in this Appendix. Where references specify "division director," "program director" shall be the equivalent term.

Article I. Federation Recognition and Rights
Article II. A. Nondiscrimination
Article II. D. Paychecks
Article II. F. Faculty Development
Article II. G. Complaint Procedures
Article II. H. Disciplinary Action
Article II. I. Personnel Files
Article III. C. Materials and Ownership
Article III. D. Board Policies and Regulations
Article III. E. Transportation
Article III. F. Legal Protection
Article VII. Salary Placement and Advancement
Article IX. Conditions

IV. The following provisions of this Agreement shall be applicable to academic employees covered by this Appendix as specified herein. The equivalent term for "tenured" faculty shall be "permanent" faculty as defined in this Appendix. Where references specify "division director," "program director" shall be the equivalent term.

Article II, B, Screening and Selection consistent with Rules and Regulations of the Department of Corrections and the inter-agency agreement.

Article II, C, Individual Contracts, provided such individual contracts shall be issued no later than ten (10) working days after contract renewal with Department of Corrections.

Article II, E, Performance Appraisal, in its entirety with the exception of II, E, 2, c.

Article V, Employee Benefits, in its entirety with the exception of V, C, 2, g, (Professional Leave).

Article VIII, C, Committees. Upon reasonable notice, up to two (2) afternoons per month shall be available to academic employee(s) assigned to correctional institutions for the purpose of attending off-site Federation Executive Committee, Curriculum Committee, and Salary Committee meetings. One afternoon per month may be available for representation on other committees established pursuant to this Agreement.

V. ACADEMIC GOVERNANCE

There is hereby created an Academic Advisory Committee consisting of one (1) academic employee from each institution appointed by the Federation and one (1) at-large Federation representative, the Associate Dean for Corrections Education Programs and at least one (1) other District administrator.

Such committee shall meet at least once monthly with the objective of reaching mutual resolution of any problems which may arise. Such meeting shall be during normal working hours and shall result in no loss of pay for participants.

VI. ACADEMIC FREEDOM

After consultation with the divisions with which the academic employee is affiliated, academic employees as professionals in their respective disciplines shall select textbooks, resource persons, and other materials required to carry out their assigned responsibilities consistent with reasonable financial restrictions determined by the Employer and security restrictions and progam objectives determined by the correctional institution.

VII. EMPLOYMENT STATUS

A. Academic employees covered by this Appendix shall serve a probationary period of three (3) years. Discharges during an annual probationary appointment shall only be for cause. Non-renewal of an annual probationary appointment may be without cause and shall be exempt from the grievance procedure.

B. Upon satisfactory completion of the probationary period, academic employees covered by this appendix shall attain permanent status.

An employee with permanent status may only be dismissed or non-renewed for cause, provided, however, cause shall not be required in the event of reduction-in-force pursuant to VII, below, or in the event that the District contract for a program(s) with Department of Corrections is terminated.

C. In implementing Sections A and B above, employees continuously employed on a full-time basis prior to July 1, 1982 shall be deemed to have permanent status. Employees continuously employed July 1, 1982 or later shall attain permanent status upon completion of three (3) years of full-time continuous employment and satisfactory performance evaluation.

VIII. REDUCTION-IN-FORCE

A. Seniority

1. Seniority shall be determined by establishing the date of the signing of the first full-time contract for continuous full-time professional services for Community College District 23 (and formerly District 5) as an employee assigned to a Washington Adult Corrections Institution. Continuous service shall incude leaves of absence, professional leaves, and periods of layoffs. The longest term of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional service, seniority shall be determined in the following order:

   a. First date of the signature of a letter of intent to accept employment or first date of signature of an employment contract.

   b. First date of application for employment.

   c. When an employee leaves the bargaining unit to permanently accept a position with the District for which the Federation is not the bargaining agency, seniority shall cease to accrue after three years. If such employee later returns to the bargaining unit, seniority shall again accrue and all previous seniority shall be recognized.

B. Reduction in Force Units

1. The Contract Administration Committee shall maintan an updated list reflecting new hires and changes in work assignments of each individual academic employee. Such list shall rank each full-time employee in the appropriate unit in accordance with the seniority procedures defined herein.

2. In applying the above, employees will be placed in the unit which reflects their unit of original hire with appropriate seniority from date of such assignment. In the event of a transfer in assignment, either voluntary or involuntary, the

employee shall at the time of transfer have the choice of retaining previous seniority and assignment to the reduction-in-force unit with seniority accruing effective the date of transfer to the new assignment. Such choice, once made, may not be revoked.

3. Any dispute regarding reduction-in-force unit assignment shall be submitted to expedited arbitration untilizing the American Arbitration Association.

4. The following units shall serve as reduction-in-force units for academic employees.

   automotive
   auto body
   barbering
   business
   counseling
   developmental education
   drafting
   dry cleaning
   electronics
   food preparation
   graphic arts
   machine trades
   power sewing
   welding

5. If new programs are added during the term of this Agreement, the Contract Administration Committee will determine whether they are to be separate units or combined with existing units.

C. Implementation of Reduction in Force

1. The President shall decide the number of academic employees to be reduced in each reduction-in-force unit.

2. Within each affected reduction-in-force unit, the President shall observe the following order of layoff:

   First: Part-time academic employees;

   Second: Temporary full-time academic employees in order of least seniority;

   Third: Full-time probationary employees in order of least seniority;

   Fourth: Full-time permanent employees in order of least seniority.

   The above order and/or application of seniority may be interrupted in the event that

   a. Strict adherence to it would result in no qualified individual being available to fully perform the duties of the core courses of the program.

   b. Strict adherence to it would cause a regression in the progress of the District toward its Affirmative Action goals.

IX. SALARY AND WORKLOAD

A. Contract Year

1. The contract year for full-time academic employees shall consist of 204 eight (8) hour days assigned between July 1 and June 30 of the following year.

2. After consultation with the Academic Advisory Committee in May of each year, the Associate Dean of Corrections Education shall approve by June 30 individual academic employee schedules for the following year. Such schedules may be amended as necessary to conform to the final inter-agency agreement with the Department of Corrections.

B. Annual Salary Schedule (204 days)

1.

Step	1985-86 Schedule
1	21,241
2	22,370
3	23,668
4	24,796
5	25,924
6	27,053
7	28,181
8	29,309
9	30,438
10	31,566
11	32,694
12	33,822

NOTE: In addition to the above compensation, academic employees who hold earned doctorates shall receive a stipend of $1,000 per annual contract year.

2. Pay for work beyond the annual contract will be at the applicable daily rate.

3. Special temporary employees who are assigned full-time duties will be paid pro rata in accordance with the full-time salary schedule. Such an assignment shall not exceed six (6) months in any fiscal year. In the event such employees are continued as probationary employees, time spent as special temporary shall count toward the probationary period.

C. Part-Time Salary

1. Part-time salary for part-time academic employees who have accumulated less than three (3) years' (less than 4100 hours) experience as an academic employee in District 23 shall be $13.40 per assigned hour.

2. Part-time academic employees who have accumulated three (3) years of experience (4100 hours or more) as an academic employee in District 23 shall be paid $15.90 per assigned hour.

3. Excluding substitutes, the Employer shall provide individual contracts for teaching and non-teaching duties for the quarter no later than one (1) week after the first day of assignment.

4. Substitutes will be paid the appropriate part-time rate.

D. Step increases pursuant to Section B, 1 and incremental increases pursuant to C, 2 are contingent upon legislative authorization and funding.

E. Professional Work Load Guide

Academic employees shall have no more than thirty (30) contact hours per week in the classroom and/or laboratory.

Signed this 27th day of June, 1985 at Lynnwood, Washington

FOR THE DISTRICT

Carol Simons
Chairman of the Board of Trustees

Thomas C. Nielsen
President

FOR THE FEDERATION

J. Richard Asher
President

Barbara Patterson
Chief Negotiator

#0716B/0254A - 6/26/85

APPENDIX C: SPECIAL PROGRAMS

I. Community Service Classes.

   A. Salary for community service classes will be a minimum $13.40 per contact hour. If initial student enrollment is inadequate for the class to be self-supported, the instructor may elect to be compensated with 65% of the actual student fees collected instead of the normal $13.40 per hour.

   B. Assigned non-instructional hours shall be paid at the $13.40 contact hour rate.

II. Notwithstanding any other provision of this Article, compensation paid to academic employees not otherwise employed by the District in conjunction with agreements where the source of funding is not public monies shall be in accordance with the terms of such agreements. Provided, however, nothing herein shall be construed to reduce the basis for compensation for any academic employee employed at the execution of this Agreement. These compensation agreements shall be reviewed annually by the Contract Administration Committee.

III. Employees not covered by II, above, who teach credit-generating classes run on a "self-support" basis shall receive the same pay as if the class were a state-supported class under Appendix A.

Signed this 27th day of June, 1985 at Lynnwood, Washington

FOR THE DISTRICT

Carol Simons
Chairman of the Board of Trustees

Thomas C. Nelson
President

FOR THE FEDERATION

J. Richard Asher
President

Barbara Patterson
Chief Negotiator

#0716B/0254A - 6/21/85

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